



# Housing Authority of the City of Oakland, California

## *Executive Office*

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April 28, 2005

Milan Ozdinec  
Office of the Deputy Assistant Secretary for Public Housing Investments  
U.S. Department of Housing and Urban Development  
451 Seventh Street, S.W. Room 4130  
Washington, DC 20410

Dear Mr. Ozdinec:

The Oakland Housing Authority (OHA) is pleased to submit our MTW Annual Plan for Fiscal Year 2006. Included with the MTW Annual Plan is the Certification of Compliance with MTW Regulations and accompanying OHA Board of Commissioners resolution.

Should you have any questions regarding the plan, please contact me at (510) 874-1661.

Sincerely,

Sharon H. Cossey  
Deputy Director

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Enclosures:

1. Board Resolution Approving MTW Annual Plan for FY 2004/05 and Certification of Compliance
2. Certification of Compliance with MTW Regulations
3. MTW Annual Plan FY 2006
4. Admissions and Continued Occupancy Policy (ACOP)
5. Section 8 Administration Plan
6. Verification Procedures for Section 8 Administration Plan and ACOP

OAKLAND HOUSING AUTHORITY

MAKING  
TRANSITIONS  
WORK  
(MTW)

ANNUAL PLAN  
FY 2006



# MAKING TRANSITIONS WORK (MTW)

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## EXECUTIVE SUMMARY

### MTW Demonstration Program

The Moving to Work (MTW) Demonstration Program provides a unique opportunity for the Oakland Housing Authority (OHA) to explore and test out new and innovative methods of delivering housing and supportive services to low-income residents of Oakland. OHA and HUD executed an MTW Agreement on March 31, 2004, which defined the areas and parameters of OHA's flexibility under MTW. In order to tailor the demonstration program to Oakland, OHA has named our program "Making Transitions Work" (MTW).

### MTW Annual Plan for FY 2006

Each year OHA will develop an Annual MTW Plan to provide an overview of OHA and its programs and to describe the MTW initiatives and program or policy changes planned for that year. In the initial year, OHA began to investigate a number of policy proposals for possible implementation in subsequent years. The upcoming year will see the planning process substantially realized, and the Authority implement an MTW agenda.

### MTW Activities Planned for FY 2006

In this, the first full year under MTW, analysis is under way on a wide variety of policy initiatives. OHA anticipates drawing from this analysis to make a number of significant changes to its administrative functions and tenant programs. As OHA is committed to encourage stakeholder involvement in the development of new policies and programs, the Authority will hold Resident Advisory Board and public meetings during the year to gather input from residents and the general public

Recognizing that situations may arise that could alter the scale and scope of OHA's approach, the Authority shall explore and potentially pursue MTW activities during the year, including:

#### Budget

- Utilize MTW budget flexibility authority.
- Explore and possibly revise investment policies.

#### Rent Simplification

- Adopt and implement policies to simplify public housing and Section 8 rent determinations.



#### Rent Reform

- Explore and possibly adopt new Public Housing rent setting policies.
- Explore and possibly adopt new Section 8 rent policies.

#### Inspection Reform

- Explore and possibly adopt new Public Housing inspection protocols.
- Explore and possibly adopt new Section 8 inspection protocols.

#### Evaluation

- Explore, possibly adopt and implement performance measures to replace portions of HUD's PHAS system.
- Explore, possibly adopt and implement performance measures to replace portions of HUD's SEMAP system.

#### Administrative Reform

- Explore, possibly adopt and implement methods to simplify and streamline the procurement process.
- Explore, possibly adopt and implement methods to simplify the wage-rate monitoring process.
- Explore the feasibility of adopting alternative methods of reporting on Capital Improvements.

#### Development

- Explore, possibly adopt and implement local policies for the project-basing of Section 8.
- Explore, possibly adopt and implement a simplified demolition and/or disposition approval process with HUD.
- Create alternative methods to develop affordable housing, replace public housing and coordinate development activities with the City of Oakland.

## INTRODUCTION

### A. Purpose

This MTW Annual Plan for FY 2006 provides OHA residents, the public and the U.S. Department of Housing and Urban Development (HUD) with the following:

- Baseline information on existing OHA programs.
- Areas of policy in which changes are likely to occur to these programs during the fiscal year ending June 30, 2006;
- Information on the adopted OHA Budget for FY 2006 for the period of July 1, 2005 through June 30, 2006.

### B. Contents of the MTW Annual Plan - Year 2

The basic format for this plan is defined by the MTW Agreement between HUD and OHA. Each of the following sections provides information on current and planned programs, policies, and issues. If changes to these policies are proposed in the future, a detailed comparison between the existing policy or rule and the proposed policy will be provided to all interested parties and will be fully considered along with any comments by the Board of Commissioners prior to adoption. Notice of any resulting policy changes will be provided to HUD and will be included in succeeding MTW Annual Plans.

### C. Public Process

The Oakland Housing Authority is committed to ensuring that the community is involved in developing the MTW Annual Plan and the ensuing policy changes.

On March 30, 2005, the Resident Advisory Board (RAB) met to review the Annual Plan. The RAB continues to be an important part of OHA's planning process as it considers policy initiatives from the resident perspective. RAB Members participated in a section-by-section review of the Plan. Their review and comments can be found as Attachment A.

On March 31, 2005, the Authority invited community stakeholders (legal advocates, representatives from the Mayor's and local council members offices, community-based organizations, development partners and others) to a public meeting. During this meeting, opportunities under MTW and the MTW Annual Plan were discussed. The concepts were well received and many stakeholders

expressed an interest in continuing to be involved in the process. Minutes from the meeting can be found as Attachment B.

Comments made during the RAB and Public meetings have been considered in the preparation of the Annual Plan. The Authority is planning to develop several task forces to develop new policies under the MTW program for which the community stakeholders will be invited to participate.

On April 13, 2005, OHA met with local HUD officials from the San Francisco Regional Office to provide a brief review of MTW activity. Abt Associates, our MTW monitor was also present at this meeting to discuss their role and MTW Annual Plan approval process.

The approved MTW Annual Plan is posted on OHA's website at [www.oakha.org/mtw.html](http://www.oakha.org/mtw.html).

## SECTION I HOUSEHOLDS SERVED

This section describes the number and characteristics of households being served by the Oakland Housing Authority (OHA) and the number and characteristics of those on OHA waiting lists at the beginning of the fiscal year. This section projects any changes to the totals during the fiscal year, provides an explanation for the anticipated changes and proposed actions under MTW.

### A. Number and Characteristics of Households Being Served at the Beginning of the Fiscal Year on July 1, 2005

#### 1. Unit Size

(as of 4/6/05)

Bedrooms	0	1	2	3	4	5	6+	Total
Units	414	3491	4581	4724	768	99	13	14,090

#### 2. Family Type

(as of 4/6/05)

	Family	Elderly	Non-Elderly Disabled	Total
Units	8,359	2,542	3,189	14,090

#### 3. Income Group

(as of 4/6/05)

PROGRAM	AVERAGE INCOME
Public Housing	\$15,328
Section 8	\$13,835
Average	\$14,136

### Published 2005 Area Median Income (AMI) Levels for Oakland, CA

(as of 4/6/05)

Family Size	30% of AMI	50% of AMI	80% of AMI
One	\$17,400	\$29,000	\$46,350
Two	\$19,850	\$33,100	\$53,000
Three	\$22,350	\$37,250	\$59,600
Four	\$24,850	\$41,400	\$66,250
Five	\$26,850	\$44,700	\$71,550
Six	\$28,800	\$48,000	\$76,850
Seven	\$30,800	\$51,350	\$82,150
Eight	\$32,800	\$54,650	\$87,450

## Number of Families by Income Level

(as of 4/6/05)

Family Size	0% - 30% of AMI	31% - 50% of AMI	51% - 80% of AMI	Over 80% of AMI	Total
One	3,538	271	50	6	3,865
Two	2,785	540	181	9	3,515
Three	2,400	612	149	10	3,171
Four	1,520	341	75	1	1,937
Five	785	131	29	0	945
Other	546	103	8	0	657
Total	11,574	1,998	492	26	14,090

\* AMI = Area Median Income

## 4. Housing Type

(as of 4/6/05)

Type of Unit	Public Housing	All Section 8	Total
	2,861	11,229	14,090

## 5. Race and Ethnicity of Head of Household

### Race

(as of 4/6/05)

White	Black	Asian	Native American	Other	Total
813	10,765	2,434	67	11	14,090

### Origin (as of 4/6/05)

Hispanic
395

## B. Number and Characteristics of Applicants on Waiting Lists at the Beginning of the Fiscal Year on July 1, 2005

The Authority's last Conventional Public Housing wait list opening was in the Spring of 2003. There are more than 3,000 applicants remaining on the wait list. With the limited number of available public housing units, there will be no need to open the Conventional Public Housing wait list this year. Site-based wait lists are being used at OHA's HOPE VI sites, and the Authority will consider establishing additional site-based wait lists.

OHA expects to maintain a 97 percent to 100 percent utilization rate in the Section 8 program throughout FY 2006. OHA is likely to open its wait list this year, however the Authority expects to call few families from the Section 8 wait list over the next year.

1. Unit Size (Wait List)

(as of 4/6/05)

Bedrooms	0	1	2	3	4	5	Un-Known	Total
Units	436	2,208	1,790	708	395	213	337	6,087

2. Family Type (Wait List)

(as of 4/6/05)

	Family	Elderly	Non-Elderly Disabled	Total
Units	4,393	627	1,067	6,087

3. Income Group (Wait List)

(as of 4/6/05)

PROGRAM	AVERAGE INCOME
Public Housing	\$17,074
Section 8	\$13,362
Mod Rehab	\$11,724
Average	\$14,776

Published 2005 Area Median Income (AMI)  
Levels for Oakland, CA

(as of 4/6/05)

Family Size	30% of AMI	50% of AMI	80% of AMI
One	\$17,400	\$29,000	\$46,350
Two	\$19,850	\$33,100	\$53,000
Three	\$22,350	\$37,250	\$59,600
Four	\$24,850	\$41,400	\$66,250
Five	\$26,850	\$44,700	\$71,550
Six	\$28,800	\$48,000	\$76,850
Seven	\$30,800	\$51,350	\$82,150
Eight	\$32,800	\$54,650	\$87,450

### Number of Families by Income Level (Wait List)

(as of 4/6/05)

Family Size	0% - 30% of AMI	31% - 50% of AMI	51% - 80% of AMI	Over 80% of AMI	Total
One	2,084	531	89	4	2,708
Two	1,330	315	97	0	1,742
Three	527	240	88	0	855
Four	290	108	28	0	426
Five	157	75	15	0	247
Other	83	20	6	0	109
Total	4,471	1,289	323	4	6,087

\* AMI = Area Median Income

### 4. Number of Families by Wait List

(as of 4/6/05)

Public Housing	Section 8	Mod Rehab	Total
3,098	1,200	1,789	6,087

### 5. Race and Ethnicity of Head of Household (Wait List)

#### Race

(as of 4/6/05)

White	Black	Asian	Native American	Pacific Islander	Total
567	4,095	1,414	11	0	6,087

#### Origin (as of 4/6/05)

Hispanic
289

### C. Number Projected to be Served at the End of the Fiscal Year on June 30, 2006

(as of 4/6/05)

	Vouchers	Project-Based Certificates	Mod Rehab	Public Housing	Total
UNITS	10,547	52	499	3,023	14,121

### D. Narrative Discussion / Explanation of Change and Proposed Actions

#### 1. Public Housing

In FY 2006, OHA will reoccupy 142 units of newly modernized public housing with the completion of Lockwood Gardens development, and 45 units with the completion of Mandela Gateway HOPE VI development. These changes will increase the number projected to be served by the end of FY 2006. Meanwhile, six of the Authority's scattered sites will be vacated for

modernization, thus reducing available public housing stock by 48 units. In total, OHA will increase the number of available units by 139 in FY 2006.

The number projected to be served at the end of FY 2006 (Section I, C) was derived by taking the Authority's projected year-end housing stock (see Section III, B) and assuming 97 percent occupancy.

## 2. Section 8

The Authority expects its Section 8 program to be at a 96.5 percent utilization rate at the end of FY 2005 (for an annual rate of 97.5 percent) and to maintain a 97 percent to 100 percent utilization rate throughout FY 2006. The Authority does not expect any significant changes in its Section 8 program over the coming fiscal year.



## SECTION II

### OCCUPANCY AND RENT POLICIES

This section provides information on occupancy policies governing eligibility, selection, admissions, assignment and occupancy of families, including the admissions policy for deconcentration of lower-income families and rent policies. The Oakland Housing Authority's Public Housing Admissions and Continued Occupancy Policy (ACOP), Section 8 Administrative Plan and the Verification Procedures are attached as Attachment II-A, Attachment II-B and Attachment II-C respectively. Proposed and potential areas of policy revisions under MTW are described in this section.

#### A. Occupancy Policies

##### 1. Eligibility

###### a. Public Housing

OHA will review its current public housing occupancy policies, but anticipates no significant changes to be made this year.

###### b. Section 8

The Authority will examine changing its income targeting requirements within the parameters allowed by MTW.

##### 2. Selection

###### a. Public Housing

OHA will review its current public housing Tenant Selection and Assignment Plan (TSAP), but anticipates no significant changes to the existing selection preferences this year.

Public housing units at OHA's mixed-finance HOPE VI developments are occupied by means of site-based waiting lists. The Authority's HOPE VI developments with site-based waiting lists, either in place or anticipated to be in place this year, include:

- Chestnut and Linden Court HOPE VI
- Mandela Gateway HOPE VI
- Coliseum Gardens HOPE VI Off-site – Foothill Family Apartments
- Coliseum Gardens HOPE VI Primary Site – Coliseum Gardens Phase I

OHA will consider establishing additional site-based waiting lists.

b. Section 8

OHA will continue to experiment with site-based wait lists for its Section 8 project-based voucher program. The Authority will explore utilizing separate wait lists for various programs/sites and may allow skipping on its wait lists to select families by income and unit size. The Authority may alter its local preferences.

3. Admissions

a. Public Housing

The Authority will review existing public housing admissions policies, but anticipates no significant changes this year. OHA has updated the Admissions and Continued Occupancy Policy to include income verification protocols as required by HUD.

b. Section 8

The Authority will consider increasing its upper income limit for program eligibility from 50 percent of AMI to 80 percent. OHA has updated the Administrative Plan to include income verification protocols as required by HUD.

4. Assignment

a. Public Housing

The Authority will review its current public housing Tenant Selection and Assignment Plan, but anticipates no significant changes to the existing assignment policies this year.

5. Occupancy

a. Public Housing

The Authority will review existing public housing occupancy policies, but anticipates no significant changes this year.

b. Section 8

OHA has changed its subsidy standards to be consistent with fair housing guidelines on family size and composition. The new subsidy standards will be phased in for participant families starting July 1, 2005 upon first entry, at reexaminations, or when moving.

## 6. Deconcentration

### a. Public Housing

The Authority has three general occupancy public housing developments covered by the deconcentration rule. Currently, none of these developments have average incomes between 85 percent and 115 percent of the average incomes of all such developments. The Authority will continue to analyze these developments according to the deconcentration rule.

### b. Section 8

The Authority may examine changing its income targeting requirements from the current mandate of 75 percent of new contracts at 30 percent or less of area median income. The Authority also may examine utilizing differing payment standards or subsidies for families in areas with differing rental costs as well as for those who port out to other housing authorities. OHA may consider altering all elements of its portability policies, including the ability to port and the subsidy provided to families who port from the Authority's jurisdiction.

## B. Rent Policies

Rent policies in the ACOP, Section 8 Administrative Plan and the Verification Procedures remain unchanged from last year, excepting two items which will be instituted by adopting Attachment A.

In the first of the two items, the Authority will not include imputed interest derived from assets valued at less than \$10,000 in the calculation of tenants' income. The Authority had included imputed interest derived from asset valued in excess \$5,000 (see Attachment II-C, pg. 11).

Secondly, Section 9.2 of OHA's ACOP has been rewritten to more clearly describe the Authority's responsibilities when families choose to pay a flat rent. This change specifically obligates the Authority to verify family composition, verify community service requirements, and conduct an annual inspection. These are not new obligations, though they had not previously been described in the ACOP. The change in Section 9.2 will have no impacts on current policy (see Attachment II-A, pg. 47).

### a. Public Housing

OHA will review all existing rent policies, and consider various changes that simplify the reexamination process, encourage self-sufficiency,

promote economic growth, provide stability to senior households and persons with disabilities, and enhance administrative efficiencies.

b. Section 8

OHA will explore changing aspects of its method of calculating and providing subsidies (e.g., income exclusions and deductions, reporting requirements, the possibility of providing a flat subsidy, the possibility of providing a different subsidy to ports, etc.). The Authority may also examine any proposed changes to ensure they continue to promote programs such as Section 8 homeownership and FSS.

### SECTION III CHANGES IN HOUSING STOCK

This section describes the number of public housing and Section 8 units provided by OHA at the beginning of the fiscal year and the number projected to be available at the end of the fiscal year. An explanation of projected changes and proposed actions under MTW are also included.

A. Number of Housing Units at the Beginning of the Fiscal Year on  
July 1, 2005

(as of 4/6/05)

TYPE OF UNIT	VOUCHER	PROJECT BASED CERTIFICATES	MOD REHAB	PUBLIC HOUSING	TOTAL
TOTAL	10,874	54	514	2,977	14,419

B. Number of Housing Units Projected for the End of the Fiscal Year on  
June 30, 2006

(as of 4/6/05)

TYPE OF UNIT	VOUCHER	PROJECT BASED CERTIFICATES	MOD REHAB	PUBLIC HOUSING	TOTAL
TOTAL	10,874	54	514	3,116	14,558

C. Explanation of Projected Changes and Proposed Actions

1. Public Housing

OHA expects two of its HOPE VI projects to return a total of 187 units of public housing to use in FY 2006. The Authority will reoccupy 142 units of newly modernized public housing at Lockwood Gardens, which represents the third and final phase of this HOPE VI development. 45 units of newly built public housing will be reoccupied at Coliseum Gardens.

Meanwhile, six of the Authority's scattered sites will be vacated for modernization. This will reduce the available public housing stock by 48 units. In total, OHA will have an addition 139 units available in FY 2006.

The full Coliseum Gardens HOPE VI project will eventually produce 178 replacement public housing units, an additional 314 affordable rental units and 28 homeownership units. Of those 178 public housing units, 21 units will have been reoccupied "off-site" prior to the start of FY 2006 at Foothill Family Apartments. OHA's Developer(s)/Partner(s) will use a private company to manage and maintain these units in accordance with a HUD-approved Management Plan. Former residents of Coliseum Gardens will be

offered first priority to return to these units. After that, a site-based waiting list will be used to occupy public housing units.

## 2. Section 8

OHA does not anticipate making any changes to the size of the Section 8 program during the fiscal year. The distribution between Moderate Rehabilitation and Voucher units may vary if there are any opt-outs during the fiscal year.

## SECTION IV

### SOURCES AND AMOUNTS OF FUNDING

This section describes the sources and amounts of funding included in the consolidated MTW budget statement, the sources and amounts of funding outside the consolidated MTW budget.

#### A. Source and Amount of Funding Included in the Consolidated MTW Budget

Under MTW, OHA has consolidated the Public Housing Program, the Capital Fund Program, and the Section 8 Housing Choice Voucher Program funding into one unified budget. Following is the FY 2006 budget that was adopted by the OHA Board of Commissioners on April 25, 2005.

(as of 4/6/05)

SOURCE:	FY 2005 Forecast	FY 2006 Budget
Dwelling Rental Income <sup>1</sup>	\$9,320,000	\$9,800,000
Public Housing Operating Subsidy Block Grant <sup>2</sup>	\$10,814,000	\$9,664,000
Capital Fund Block Grant	\$8,462,000	\$7,887,000
Housing Choice Voucher Block Grant <sup>3</sup>	\$142,230,000	\$140,100,000
Housing Choice Voucher Project Reserve <sup>4</sup>	\$11,018,000	\$0
Other Income	\$135,000	\$235,000
Investment Income	\$415,000	\$363,000
Total Consolidated MTW Revenue	\$182,394,000	\$168,049,000

Notes:

1. Increase in Dwelling Rental Income due to the re-occupancy of 142 units at Lockwood Gardens.
2. Funding for Public Housing Block Grant was 98.1 percent in FY 2005, a shortfall of \$209,000. In FY 2006 OHA expects to receive only 89.0 percent of the \$10,857,900 the Authority is eligible for, which amounts to a shortfall of \$1,194,000.
3. The Housing Choice Voucher Program is now funded on a calendar year basis. Due to HUD shortfalls, for the first half of FY 2006 (Jul-Dec 2005) OHA will receive 96 percent of eligible funding. Based on the current HUD funding climate, OHA assumes that funding will not improve for the months Jan-Jun 2006. It is anticipated that OHA's FY 2006 overall funding shortfall for this program will be \$5,864,000. This block grant includes funding for designated and mainstream vouchers.
4. As an MTW Authority, OHA elected to receive our Housing Choice Voucher funding as a block grant. With this election, OHA is eligible for a one-time draw down of \$11,018,000 from the project reserve account held by HUD for the Authority. The draw down to OHA has been requested, but the Authority has yet to receive the funds.

B. Source and Amount of Special Purpose Funding Outside the Consolidated MTW Budget

(as of 4/6/05)

SOURCE	FY 2005 Forecast	FY 2006 Budget
Moderate Rehab Subsidy	\$3,664,000	\$3,682,000
Moderate Rehab Investment Income	\$35,000	\$35,000
Moderate Rehab Other Income	\$0	\$3,000
Shelter Plus Care Subsidy	\$2,347,000	\$2,371,000
Shelter Plus Care Investment Income	\$2,000	\$2,000
HOPE VI Grants <sup>1</sup>	\$7,900,000	\$12,000,000
Prior FY2005 Capital Fund <sup>2</sup>	\$12,027,000	\$0
ROSS Homeownership Grant	\$0	\$171,000
Local Fund Rental Income	\$107,000	\$100,000
Local Fund Investment Income	\$295,000	\$280,000
Local Fund Other Income	\$166,000	\$166,000
Total	\$26,543,000	\$18,810,000

Notes:

1. Funding is for Coliseum Gardens HOPE VI Project
2. It is anticipated that all prior FY 2005 funding will be utilized and grants will be closed out.

C. Total Revenue Budget

(as of 4/6/05)

SOURCE:	FY 2005 Forecast	FY 2006 Budget
Consolidated MTW Revenue	\$182,394,000	\$168,049,000
Special Purpose Funding not included in MTW	\$26,543,000	\$18,810,000
Total Revenue	\$208,937,000	\$186,859,000

D. Explanation of Projected Changes and Proposed Actions

1. Effect of Federal Budget Shortfall

Federal budget cutbacks in public housing subsidy and capital fund revenue may require the Oakland Housing Authority to reduce staff and continue to defer maintenance as well as limit the amount of scattered site improvements. The reduction in the Sec 8 Housing Choice Voucher block grant may force the Authority to reduce the number of families it can assist as well as reduce staff to keep costs in line with revenue sources.

2. Investment Policy

Utilizing MTW authority, OHA will continue to explore the adoption of investment policies consistent with California State law to replace HUD investment policies. The primary goal is to allow OHA the flexibility to invest



its financial resources productively and efficiently, without a duplication of regulations.

3. Advance Local Fund Reserves

OHA may continue to loan monies for public housing activities from the Local Fund reserves to fund projects consistent with the goals of the agency such as land acquisition, public housing redevelopment and capital improvements. Such loans are to be repaid from future years consolidated public housing funds. Interest may be charged at the prevailing investment rate.

## SECTION V USES OF FUNDS

This section reflects FY 2005 forecasted expenditures, FY 2006 budgeted expenditures, and the net change to the reserves for the Consolidated MTW and Special Purpose Programs. This section will also indicate the adequacy of the reserves and any proposed actions

### A. Fiscal Year Expenditures

(as of 4/6/05)

CONSOLIDATED MTW	FY 2005 Forecast	FY 2006 Budget
Line Item:		
Administration & General <sup>1</sup>	\$20,683,000	\$21,924,000
Tenant Services	\$346,000	\$390,000
Utilities	\$2,564,000	\$2,583,000
Maintenance & Contracts	\$7,341,000	\$8,326,000
Police Services	\$1,399,000	\$1,614,000
Housing Assistance Payments <sup>2</sup>	\$129,896,000	\$130,545,000
Capital Projects <sup>3</sup>	\$8,462,000	\$6,288,000
Capital Equipment	\$402,000	\$528,000
Total Consolidated MTW Expenditures	\$171,093,000	\$172,198,000
Special Purpose PROGRAMS		
Line Item:		
Administration & General <sup>1</sup>	\$1,225,000	\$1,640,000
Housing Assistance Payments <sup>4</sup>	\$5,435,000	\$5,519,000
Tenant Services	\$214,000	\$214,000
Utilities	\$5,000	\$5,000
Maintenance & Contracts	\$45,000	\$56,000
Police Services	\$13,000	\$26,000
HOPE VI Projects	\$7,900,000	\$11,265,000
Prior FY 2005 Capital Fund Projects <sup>5</sup>	\$12,027,000	\$0
Capital Equipment	\$150,000	\$7,000
Local Fund Investment in HOPE VI Projects	\$3,035,000	\$5,414,000
Local Fund Investment in Capital Projects <sup>3</sup>	\$796,000	\$896,000
Total Special Purpose Expenditures	\$30,845,000	\$25,042,000
<b>TOTAL USES OF FUNDS</b>		
Consolidated MTW	\$171,093,000	\$172,198,000
Special Purpose not included in MTW	\$30,845,000	\$25,042,000
Total Expenditures	\$201,938,000	\$197,240,000

Notes:

1. Administration and General includes administration salaries and fringe benefits, insurance, interest, and out-going portability administrative fee payments.
2. Section 8 Housing Choice Voucher HAP payments.
3. A detailed list of capital project expenditures for FY '06 is located in Section VI, Item B.
4. Section 8 Moderate Rehab and Shelter Plus Care HAP payments.
5. It is anticipated that the balance of prior FY '05 funding will be utilized and the grants will be closed out.

B. Net Change in Reserves

(as of 4/6/05)

CONSOLIDATED MTW	FY 2005 Forecast	FY 2006 Budget
Total Revenue	\$182,394,000	\$168,049,000
Total Expenditures	\$171,093,000	\$172,198,000
Total Net Change To Reserves	\$11,301,000	(\$4,149,000)

SPECIAL PURPOSE PROGRAMS	FY 2005 Forecast	FY 2006 Budget
Total Revenue	\$26,543,000	\$18,810,000
Total Expenditures	\$30,845,000	\$25,042,000
Total Net Change To Reserves	(\$4,302,000)	(\$6,232,000)

ALL PROGRAMS	FY 2005 Forecast	FY 2006 Budget
Total Revenue	\$208,937,000	\$186,859,000
Total Expenditures	\$201,938,000	\$197,240,000
Total Net Change To Reserves	\$6,999,000	(\$10,381,000)

C. Adequacy of Reserves

(as of 4/6/05)

	FY 2005 Forecast	FY 2006 Budget
Housing Choice Voucher Project Reserves	\$11,018,000	\$6,869,000
Section 8 and Local Fund Administrative Fee Reserves	\$15,528,000	\$9,296,000
Total Reserves	\$26,546,000	\$16,165,000

Notes:

The forecasted reserve balance of \$26,526,000 at the fiscal year end 2005 is adequate to cover the fiscal year end 2006 deficit of (\$10,381,000). The deficit is primarily attributable to the following factors:

1. HUD funding shortfall in the Public Housing Operating Subsidy Block Grant (\$1,194,000);
2. HUD funding shortfall in the Section 8 Housing Choice Voucher Block Grant (\$5,864,000);
3. The Oakland Housing Authority's commitment to invest \$5,414,000 of reserves to cover costs of the Coliseum Gardens HOPE VI Project;
4. Proposed investment of \$896,000 in locally owned non-federal housing stock.

The deficit in the Consolidated MTW budget, (\$4,149,000), will be covered by the Housing Choice Voucher Project Reserves. The deficit in the Special Purpose Program budget, (\$6,232,000), will be covered by the Section 8 Admin Fee and Local Fund Reserves.

## SECTION VI

### CAPITAL PLANNING

This section describes OHA's major capital needs and projects, estimated costs and proposed timetables for addressing these needs. This section also identifies planned capital expenditures, demolition and disposition requests and homeownership activities during the fiscal year ending June 30, 2006 and proposed actions under MTW.

In 1993, capital funds peaked for OHA at \$10.8 million. Since then, the Authority has seen inadequate appropriations, typically receiving less than \$9 million per year. (In 2004 the Authority received only \$8.4 million.) This short-fall (averaging \$1.2 million a year over the past eleven years) has resulted in the need to defer property improvements and rehabilitations.

To assess the condition of its housing stock following years of limited funding, OHA is currently engaged in a comprehensive physical needs assessment of all sites. This assessment will provide the Authority with an up-dated description of existing conditions, needed and anticipated repairs, and cost estimates. Using this report, the Authority will be able to set priorities for the use of funds for capital improvements at the remaining scattered sites. Phase I of the assessment identified over \$16,000,000 of immediate repairs at 90 of the 254 scattered housing sites

#### A. Major Capital Needs and Projects, Estimated Costs and Proposed Timetables

1. Complete modernization of Lockwood Gardens Phase III (142 units);  
\$20,125,000 budget, construction schedule 10/03 – 8/05.
2. 1805 Harrison Street - Complete Office/Commercial Improvements for improved customer service, security, confidentiality, and efficiency;  
\$500,000 budget, construction schedule 7/05-12/05.
3. Complete Phase III of the Physical Needs Assessment;  
\$150,000 budget.
4. 1242 95<sup>th</sup> Ave (6 units) - Complete Non-Federally Funded Sixplex Renovation;  
\$600,000 budget, construction schedule 6/05-10/05;
5. Complete A/E Design and Renovation projects totaling \$6,216,200 in capital improvements for the following:
  - o 1424 50<sup>th</sup> Ave (4 units);  
\$408,900 budget, construction schedule 1/06-6/06.
  - o 1445 50<sup>th</sup> Ave (6 units);  
\$730,700 budget, construction schedule 1/06-6/06.
  - o 2011 7<sup>th</sup> Ave, (6 units);  
\$831,200 budget, construction schedule 3/06-7/06.

- 2919 E. 16<sup>th</sup> Street (12 units);  
\$1,629,000 budget, construction schedule 5/06-11/06.
- 2170 E. 28<sup>th</sup> Street (11 units);  
\$1,438,200 budget, construction schedule 5/06-11/06.
- 2056 35<sup>th</sup> Ave. (9 units);  
\$1,178,200 budget, construction schedule 6/06-12/06.
- 6. Complete fire repair of 1236 E. 17<sup>th</sup> Street (10 units),  
\$1,250,000 budget, construction budget, construction schedule 6/06 – 11/06.
- 7. 1180 25<sup>th</sup> Avenue - Service Center Parking Lot Design/Build Project;  
\$750,000 budget, construction schedule 6/05-9/05.
- 8. Complete the following three (3) Non-Federally Funded Single Family Home Renovation projects:
  - 1263 95<sup>th</sup> Avenue; \$150,000 budget, construction schedule 3/06 – 6/06.
  - 1168 78<sup>th</sup> Avenue; \$125,000 budget, construction schedule 3/06 – 6/06.
  - 1240 77<sup>th</sup> Avenue; \$120,000 budget, construction schedule 3/06 – 6/06.
- 9. 2509 77<sup>th</sup> Avenue (22 Units) Complete A/E Design and plan for Renovations;  
\$2,178,500 budget, design schedule 10/05 – 4/06.
- 10. 3025 MLK (7 units) – Complete A/E Design and plan for Renovations;  
\$643,800 - \$1,520,100 budget, design schedule 5/05 – 7/05.

The OHA plans additional revitalization and redevelopment activities related to public housing. The OHA intends to redevelop the Tassafaronga public housing site either with funding from the HOPE VI program, or through a similar mixed finance development process. Specifically, the OHA plans to submit a HOPE VI revitalization plan in response to the FY 2005 HOPE VI Notice of Funding Availability (NOFA). The revitalization of Tassafaronga Village will include applications to HUD for a HOPE VI revitalization grant, and subsequently for the following HUD approvals of a Relocation Plan, and a Demolition and Disposition Plan.

OHA has also undertaken an analysis of our scattered site program, beginning with a physical needs assessment, and comparing the estimated cost of needed repairs to the capital funding stream that is estimated to be available from HUD. The Authority experiences a chronic shortfall in the capital funding available from HUD when compared to the need.

OHA is considering alternate solutions to the backlog of deferred maintenance in our scattered sites. One approach may be to leverage the capital fund with a mixed finance approach, such as that utilized in the HOPE VI program. OHA could place scattered site units in a rental partnership and take advantage of the opportunity to leverage private investment to renew, reconfigure or redevelop these sites. Another approach may be to issue bonds backed by the future stream of capital funds in order to accelerate the renovation of scattered site

units. OHA has also procured bond counsel to work with the Coliseum Gardens project and any capital fund bonding that the OHA undertakes.

## B. Capital Expenditures

The following information is for planned actual cash flow expenditures during FY 2006:

- Lockwood Gardens Phase III - \$2,012,500 (90% complete);
- 1805 Harrison Street – Office Improvements - \$500,000;
- Complete Phase III of the Physical Needs Assessment - \$150,000;
- 1242 95<sup>th</sup> Ave. Non-Federally Funded Sixplex - \$600,000;
- 1424 50<sup>th</sup> Ave. - \$408,900;
- 1445 50<sup>th</sup> Ave. - \$730,700;
- 2011 7<sup>th</sup> Ave. - \$664,960 (80% complete);
- 2919 E. 16<sup>th</sup> Street - \$407,250 (25% complete);
- 2170 E. 28<sup>th</sup> Street - \$359,550 (25% complete);
- 2056 35<sup>th</sup> Ave. - \$117,820 (10% complete);
- 1236 E. 17<sup>th</sup> Street – \$125,000 (10% complete);
- 1180 25<sup>th</sup> Ave. Service Center Parking Lot - \$562,500 (75% of budget);
- 1263 95<sup>th</sup> Ave. Non-Federally Funded Single Family Home - \$112,500 (75% complete);
- 1168 78<sup>th</sup> Ave. Non-Federally Funded Single Family Home - \$93,750 (75% complete);
- 1240 77<sup>th</sup> Ave. Non-Federally Funded Single Family Home - \$90,000 (75% complete);
- 2509 77<sup>th</sup> Ave. – \$217,850 (10% of project budget);
- 3025 MLK - \$30,400 (2% of project budget).

## C. Planned Demolition and Disposition Requests

OHA will explore ways of simplifying the demolition and/or disposition approval process with HUD to see if the extensive time and effort needed to complete and submit repetitive information can be reduced or eliminated.

The Authority may submit Demolition and Disposition Applications to HUD Special Applications Center partial or complete demolition of the following developments:

- 624 Apgar Street (5 units);
- 3025 Martin Luther King Jr. Boulevard (7 units);
- 2509 77<sup>th</sup> Avenue (22 units); and
- Tassafaronga (945 84<sup>th</sup> Avenue) (87 units);
- 1236 East 17<sup>th</sup> Street (10 units).

Such plans will be dependent on developing replacement strategies.

D. Planned Homeownership Activities

OHA will continue its Section 8 homeownership program. Currently, over 300 families are in various phases of homeownership counseling, and four households have purchased homes using the Section 8 Homeownership program. An additional household is expected to close prior to the end of FY 2005 pending completion of construction. The Authority may make changes to its homeownership program in response to other proposed changes under the MTW program (e.g., changes in the method of calculating subsidy).

In the first quarter of FY 2006, OHA (through its development partner Bridge Housing Corporation) is scheduled to break ground on 14 new townhomes. These townhomes will complete the Mandela Gateway HOPE VI development, and will be sold to first-time home-buyers by December, 2006.

At the Coliseum Gardens HOPE VI development, OHA plans to complete the pre-development phase for 28 townhomes and break ground during the third quarter of 2006. Approximately 20 percent of the ownership units at Coliseum Gardens are expected to be affordable for first time homebuyers.

In March 2005 the Authority received notice of award for a \$500,000 HUD grant: Resident Opportunities for Self Sufficiency (ROSS HSS) Homeownership Supportive Services. The ROSS HSS funds allow the Authority to deliver homeownership training, a \$3,000 match for IDA savings and self-sufficiency supportive services to assist 30 public housing residents with home purchase. ROSS HSS funds also allow the Authority to provide a Housing Choice Voucher, to be used for home purchase only, for each of the 30 public housing participants who complete their individual family plan and qualify for a home purchase loan with a lender. During FY 2006, the Authority will hire the HSS Coordinator, establish contracts with all sub-contractors and recruit up to 70 families to be assessed for enrollment into the program and build upon current self-sufficiency activities.

## SECTION VII

### MANAGEMENT INFORMATION FOR PUBLIC HOUSING UNITS

This section provides information on OHA management performance indicators for public housing units under OHA management at the beginning of the fiscal year on July 1, 2005.

#### A. Vacancy Rates

##### 1. Vacancy Rates by Public Housing Site at the Beginning of the Fiscal Year on July 1, 2005

See Attachment VII-A-1

##### 2. Issues and Proposed Actions

OHA will have approximately a 2.7 percent routine (non-modernization) public housing vacancy rate at the beginning of the Fiscal Year for reoccupancy. With this limited number of routine vacancies, the Authority will continue to increase efficiencies in its leasing process to ensure that vacant units are leased to eligible families in the shortest period of time. Currently, 396 units are undergoing comprehensive modernization.

##### 3. Target Rates by Property at End of Fiscal Year on June 30, 2006

The Authority's target will be less than 2 percent vacancy for all public housing sites by the end of the fiscal year on June 30, 2005.

#### B. Rent Collections

##### 1. Percentage of Rents Uncollected at Beginning of Fiscal Year on July 1, 2005

The percentage of rents uncollected at the beginning of the fiscal year on July 1, 2005 is expected to be less than 3.5 percent.

##### 2. Issues and Proposed Actions

OHA will continue to analyze tenant accounts on a monthly basis. To preserve the tenancy, the Authority will continue to work with public housing families to help them develop better rent payment practices. In some cases



repayment agreements will be considered as an alternative to eviction for failure to pay rent.

3. Targeted Percentage of Rents Uncollected at End of Fiscal Year on June 30, 2006

The targeted percentage of rents uncollected at the end of the fiscal year on June 30, 2005 is less than 3 percent.

C. Work Orders

1. Response Rates at Beginning of Fiscal Year on July 1, 2005

- a. Percentage of Emergency Work Orders Within 24 Hours  
100 percent of all Emergency Work Orders are planned to be responded to within 24 hours.
- b. Percentage of Regular Work Orders Within 30 days  
90 percent of Regular Work Orders are planned to be completed within 30 days or scheduled in a program for completion.

2. Issues and Proposed Actions

The current backlog of outstanding work orders is over 1,800. Due to persistently inadequate operating funding (see Section VI, Capital Planning), OHA must look for other efficiencies to begin reducing this backlog.

The Authority has plans to improve operations in its Facilities Management department by improving on-site logistics. By expanding and reorganizing the OHA vehicle parking facilities, the Authority expects to reduce staff time spent at the department headquarters during the beginning and end of the work day. This should significantly improve departmental productivity by increasing staff time working in the field. OHA therefore anticipates a reduction in the number of outstanding work orders.

3. Target Rates at End of Fiscal Year on June 30, 2006

95 percent of Regular Work Orders are planned to be completed, or scheduled in a program for completion, within 30 days

## D. Inspections

### 1. Description of Inspection Strategy

OHA will continue to inspect at all available public housing units and buildings on an annual basis. Units and buildings that are vacant and undergoing comprehensive modernization through capital improvement renovations or HOPE VI will not be inspected until they are ready for re-occupancy.

### 2. Percentage of Planned Inspections this Fiscal Year

OHA will target 100 percent of all units and buildings that are occupied or are available for occupancy. Units and buildings that are vacant and undergoing comprehensive modernization through capital improvement renovations or HOPE VI will not be inspected until they are ready for re-occupancy.

## E. Utilities

OHA intends to exercise its authority to establish energy and utility management policies and energy auditing protocols and frequencies in lieu of the HUD requirement that energy audits be performed every five years.

## F. Security – Issues and Proposed Actions

The Oakland Police Department (OPD) is the primary law enforcement agency in the city including Authority-owned properties. The Oakland Housing Authority Police Department (OHAPD) is able to leverage the resources of a much larger municipal police agency. OHAPD Officers do not respond to emergency 911 calls or conduct lengthy investigations, and therefore are able to focus their time on community issues raised by Authority tenants and residents in neighborhoods surrounding Authority properties.

OHAPD officers have assisted with program integrity including investigating potential fraud in the Section 8 and public housing programs. OHAPD will continue to focus attention on crime related and other community issues which affect public housing tenants and Section 8 participants.

During the next year, OHAPD will focus on the following goals and objectives:

- Employ pro-active measures toward reducing crime on and around Authority-owned properties;
- Conduct regular crime analysis on calls for service to determine trends as well as types of calls OHAPD is receiving and adjust workload assessments and officer deployment accordingly;

- Continue to investigate fraud in the Section 8 and public housing programs;
- Increase resident involvement through community meetings and resident patrols;
- Continue to create safety brochures for public housing residents, Section 8 participants and Authority employees;
- Maintain national accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA);
- Continue Police Athletic League (PAL) activities which includes camping trips and other outings with youth;
- Conduct emergency action plan drills and demonstrations at all Authority service facilities; and
- Conduct resident surveys and utilize the survey result information when developing patrol strategies.

## SECTION VIII

### MANAGEMENT INFORMATION FOR SECTION 8 UNITS

This section provides information on OHA management performance indicators for administering the Section 8 Program at the beginning of the fiscal year on July 1, 2005, notes issues and proposed actions that will affect the indicators and provides OHA's projected targets for the indicators for the end of the fiscal year on June 30, 2006.

#### A. Leasing Information

##### 1. Percentage of Section 8 Units Under Lease at the Beginning of the Fiscal Year on July 1, 2005

The Authority projects that 96.5 percent of Section 8 units will be under lease at the beginning of the fiscal year on July 1, 2005.

##### 2. Percentage of Section 8 Units Projected to be Under Lease at the End of the Fiscal Year on June 30, 2006

The Authority projects that 97 percent – 100 percent of Section 8 units will be under lease at the end of the fiscal year on June 30, 2006.

##### 3. Plans Regarding:

###### a. Rent Reasonableness

OHA is unlikely to make any changes in this area. However, OHA may examine changes in response to changes it makes in areas such as subsidy provision or in response to program funding changes.

###### b. Expanding Housing Opportunities

OHA will continue its outreach activities. The Authority hopes to utilize the City of Oakland's affordable housing RFP process as a competitive mechanism to issue new project-based vouchers and is likely to propose additional changes to the project-based program over the coming year.

The Authority may also expand eligible housing types under the program to include assisted living facilities and communities. OHA may examine and change its income targeting requirements. The Authority also may examine utilizing differing payment standards or subsidies for families in areas with

differing rental costs as well as for those who port out to other housing authorities.

OHA may consider altering all elements of its portability policies, including the ability to port and the subsidy provided to families who port from the Authority's jurisdiction. The Authority is likely to propose changes to the project-based program over the coming year.

c. Deconcentration of Low-Income Families

OHA may examine and change its income targeting requirements. The Authority also may examine utilizing differing payment standards or subsidies for families in areas with differing rental costs as well as for those who port out to other communities. The Authority will consider altering all elements of its portability policies and the subsidy provided to families who port from the Authority's jurisdiction.

4. Issues and Proposed Actions

OHA will develop updated and effective reporting and monitoring systems in response to any program changes it makes. The Authority will explore methods of streamlining both the reporting requirements it has for Section 8 clients and what is reported to HUD. The Authority will explore block granting its Section 8 program.

B. Inspection Strategy

1. Description of Inspection Strategy:

a. Planned Inspections Completed (% this FY) by Category:

1. Annual HQS Inspections  
Currently, 100 percent. However, OHA may develop an alternative inspection methodology that would require less frequent inspections.
2. Pre-contract HQS Inspections  
100 percent
3. HQS Quality Control Inspections  
Currently, OHA maintains a quality control schedule in accord with the standards set forth under HUD's SEMAP guidelines. However, the Authority may develop an

alternative inspection methodology that would require a different number of quality control inspections.

b.     HQS Enforcement

100 percent in cases of complaints and failed inspection items. However, the Authority may develop an alternative inspection methodology that would allow some items to be cross-certified by the Section 8 client and owner without a follow-up physical inspection by the Authority.

## SECTION IX

### RESIDENT PROGRAMS

This section describes the community and supportive services programs available to OHA public housing residents and Section 8 participants. This section also describes issues and proposed actions for resident programs during this fiscal year.

#### A. Description of Programs and Activities

This section describes the community and supportive services programs available to OHA public housing residents and Section 8 participants. This section also describes issues and proposed actions for resident programs during this fiscal year.

The Oakland Housing Authority mission includes the aim to support public housing resident and Section 8 participant self-sufficiency, civic involvement and economic development. Specifically, the Authority supports this endeavor through the following methods:

- Provide resource information, referral and enrollment assistance to community based services;
- Distribute and post job training and employment opportunities;
- Provide on-site orientations and workshops facilitated by partner agencies;
- Coordinate para-professional job training programs targeting seniors and young adults;
- Facilitate the HOPE VI and Section 8 Homeownership programs;
- Increase the number of participants in the Section 8 Family Self Sufficiency (FSS) program;
- Increase Section 3 job opportunities and training;
- Recruit and assist Section 3 resident businesses to obtain work on Authority contracts;
- Refer residents/clients to entrepreneurial training and support programs;
- Coordinate resident/client leadership training for participation in citywide civic activities;
- Oversee HOPE VI Community and Supportive Services as provided by community based organizations;
- Provide staff support to resident community groups and resident councils;
- Staff the Resident Advisory Board;
- Organize site based resident programs and activities; and,
- Work in partnership with community-based organizations to ensure that Section 8 participants and public housing residents have equal access to self-sufficiency services and opportunities.

## B. Issues and Proposed Actions

OHA programs and services will continue to assist residents and Section 8 participants to obtain employment, completion of education goals, completion of savings programs, civic participation, heightened awareness and improved lifestyle toward positive mental and physical health, participation in life enrichment activities and homeownership. While the Authority and its partners have experienced reduced resources, Authority staff continues to provide resident programs and activities through the creative reorganization of services and programs, fund raising, and the establishment of new and unique community partnerships.

The primary issue that affects resident programs is the reduction in service funding and ensuring that Authority clients have the essential skills to compete in the ever-changing job market. To address this challenge, the Authority will consider and may adopt the following program enhancements:

- Identify and provide information for Section 8 participants and public housing residents to transition from governmental subsidies.
- Provide information and resources for Section 8 participants and public housing residents to develop career paths.
- Support Section 8 participants and public housing residents in becoming homeowners via the Section 8, HOPE VI, ROSS Homeownership and Supportive Services for Public Housing Residents, IDEA and other local Homeownership programs.
- Increase the number of participants in the Section 8 FSS program.
- OHA is considering expanding the MOMS (Maximizing Opportunities for Mothers to Succeed) program from one to two sites.
- Develop a public housing self-sufficiency incentive program.
- Provide regular training for Authority staff through non-profit resources to increase staff knowledge of workforce development, home-ownership and social service program skill sets.
- Enhance and support partnerships with community-based organizations that provide in-home supportive services.
- Utilize Resident Leadership Volunteers as community sources for information referral regarding workforce development, self-sufficiency and social service programs.
- Co-author funding proposals (non-government) with community based organizations and faith-based partners (also utilizing the Authority's non-profit foundation).



## SECTION X

### OTHER INFORMATION REQUIRED BY HUD

This section provides documentation to HUD that OHA has complied with specific requirements of the MTW Agreement. Attached therefore are the following items:

A. Board Resolutions

1. Board Resolution adopting the FY 2006 MTW Annual Plan;

B. Required Certifications and Other Submissions from which OHA is Not Exempted by the MTW Agreement

None

C. Submissions required for the Receipt of Funds

Form HUD-52723, Calculation of PFS Operating Subsidy  
Form HUD-52722-A, Calculation of Allowable Utilities Expense Level  
Form HUD-52673, Estimate of Total Required Annual Contributions  
Form HUD-52663, Requisition for Partial Payment of Annual Contributions  
Employee Allocation Certification

## ATTACHMENTS

VII-A-I	Vacancy Rates by Public Housing Site at the Beginning of the Fiscal Year on July 1, 2005
Attachment A	Review and Comments on the Annual Plan by the Resident Advisory Board
Attachment B	Minutes of the Public Meeting held to review the Annual Plan
Attachment II-A	Public Housing Admissions and Continued Occupancy Policy (ACOP)
Attachment II-B	Section 8 Administrative Plan (Admin Plan)
Attachment II-C	Verification Procedures



VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
101	755 ALCATRAZ AVE	0	10	0%
102	624 APGAR ST	0	5	0%
103	6309 BAKER ST	0	6	0%
104	5805 CANNING ST	0	4	0%
105	5825 CANNING ST	0	14	0%
106	3839 CLARKE ST	0	5	0%
107	5914 COLBY ST	0	6	0%
108	85 GARLAND AVE	0	3	0%
109	2933 MLK, JR. WAY	1	12	8%
110	3025 MLK, JR. WAY	3	7	43%
111	5125 MLK, JR. WAY	0	8	0%
112	5661 MLK, JR. WAY	0	4	0%
113	1621 HARRISON ST	5	101	5%
114	4520 MONTGOMERY ST	0	4	0%
115	3855 SHAFTER AVE	0	4	0%
116	5120 SHAFTER AVE	0	7	0%
117	4203 TERRACE ST	0	4	0%
118	869 WALKER AVE	0	4	0%
119	3901 WEBSTER ST	0	14	0%
120	4825 WEBSTER ST	0	8	0%
121	2922 WEST ST	0	3	0%
122	3017 WEST ST	0	8	0%
123	3217 WEST ST	1	6	17%
124	2530 9TH AVE	0	15	0%
126	541 29TH ST	0	5	0%
127	565 29TH ST	0	7	0%
128	678 29TH ST	0	3	0%
129	675 30TH ST	0	5	0%
130	522 32ND ST	0	4	0%
131	537 32ND ST	0	12	0%
133	873 32ND ST	0	12	0%
134	716 34TH ST	0	4	0%
135	729 34TH ST	0	3	0%
136	944 34TH ST	0	4	0%
137	454 36TH ST	0	4	0%
138	554 37TH ST	1	9	11%
139	727 37TH ST	2	8	25%
140	866 37TH ST	0	5	0%
141	725 39TH ST	2	5	40%
142	950 40TH ST	0	27	0%

VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
143	768 41ST ST	0	7	0%
144	881 41ST ST	0	4	0%
145	717 43RD ST	1	4	25%
146	945 44TH ST	0	5	0%
147	565 45TH ST	0	6	0%
148	880 45TH ST	0	6	0%
149	557 46TH ST	0	6	0%
151	933 46TH ST	0	5	0%
152	582 48TH ST	1	10	10%
153	365 49TH ST	1	24	4%
154	827 52ND ST	1	5	20%
155	656 53RD ST	0	14	0%
156	680 55TH ST	0	4	0%
157	648 57TH ST	0	5	0%
158	584 58TH ST	1	12	8%
159	533 59TH ST	0	9	0%
160	810 60TH ST	0	4	0%
161	837 60TH ST	0	4	0%
162	972 61ST ST	0	4	0%
163	368 62ND ST	0	5	0%
164	920 62ND ST	0	4	0%
165	1037 62ND ST	1	10	10%
166	1126 62ND ST	0	16	0%
168	594 63RD ST	0	4	0%
169	987 63RD ST	0	5	0%
170	1039 63RD ST	0	5	0%
171	570 16TH ST	4	75	5%
172	620 17TH ST	2	77	3%
173	2001 MACARTHUR BLVD	0	30	0%
174	1110 64TH AVE	2	100	2%
175	945 84TH AVE	1	87	1%
201	6916 ARTHUR ST	1	6	17%
202	4531 BOND ST	0	6	0%
203	5944 BROMLEY AVE	0	4	0%
204	5945 BROMLEY AVE	0	4	0%
205	9615 E ST	0	5	0%
206	5730 ELIZABETH ST	1	20	5%
207	1061 ELMHURST AVE	0	5	0%
208	7107 FAVOR ST	1	4	25%
209	6921 FRESNO ST	0	5	0%
210	6121 HARMON AVE	0	3	0%

VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
211	6229 HAYES ST	0	6	0%
212	6130 HILTON ST	0	8	0%
213	7204 HOLLY ST	0	3	0%
214	7209 HOLLY ST	0	5	0%
215	1430 SEMINARY AVE	1	10	10%
217	1465 SEMINARY AVE	0	8	0%
218	1915 SEMINARY AVE	0	18	0%
219	2139 SEMINARY AVE	2	12	17%
221	10221 STANLEY AVE	0	6	0%
222	1737 E 15TH ST	0	6	0%
223	1921 E 15TH ST	0	7	0%
224	2919 E 16TH ST	1	12	8%
225	3012 E 16TH ST	0	5	0%
226	610 E 18TH ST	0	12	0%
227	1815 28TH AVE	0	11	0%
228	1500 38TH AVE	1	4	25%
229	1726 38TH AVE	0	6	0%
230	1853 38TH AVE	1	15	7%
231	1422 47TH AVE	0	7	0%
232	1424 50TH AVE	0	4	0%
233	1445 50TH AVE	0	6	0%
234	1458 52ND AVE	0	4	0%
235	1599 54TH AVE	0	4	0%
236	1723 62ND AVE	0	4	0%
237	3366 62ND AVE	0	6	0%
238	1449 73RD AVE	0	3	0%
240	2311 98TH AVE	0	8	0%
241	2315 98TH AVE	0	8	0%
301	906 MANDELA PKWY	9	390	2%
302	1657 10TH ST	6	154	4%
303	1263 65TH AVE	145	372	39%
304	3352 ARKANSAS ST	1	14	7%
307	1120 BELLA VISTA AVE	0	5	0%
308	9514 BIRCH ST	0	10	0%
311	6722 OLMSTEAD ST	178	178	100%
313	9703 CHERRY ST	0	4	0%
316	4908 CONGRESS AVE	0	4	0%
317	5009 CONGRESS AVE	0	3	0%
318	2468 COOLIDGE AVE	0	5	0%
319	4516 FAIRFAX AVE	0	4	0%
320	676 FAIRMOUNT AVE	0	6	0%

VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
321	1127 FOOTHILL BLVD	0	11	0%
322	3634 FOOTHILL BLVD	0	16	0%
323	3244 GALINDO ST	0	3	0%
324	2961 GEORGIA ST	1	4	25%
325	320 HADDON ROAD	0	4	0%
326	2126 HIGH ST	0	9	0%
327	9233 HILLSIDE ST	0	4	0%
328	7000 LACEY AVE	0	6	0%
331	3590 LINCOLN AVE	0	4	0%
332	3228 LOGAN ST	0	4	0%
333	3291 LYNDE ST	0	8	0%
336	1323 MACARTHUR BLVD	0	7	0%
337	5018 MELROSE AVE	1	4	25%
338	2202 MITCHELL ST	0	7	0%
339	7510 NEY AVE	0	10	0%
340	7636 NEY AVE	0	6	0%
343	2943 NICOL AVE	1	6	17%
344	421 OAKLAND AVE	0	8	0%
346	59 PEARL ST	0	12	0%
347	3532 PIERSON ST	0	5	0%
348	3102 PLEITNER AVE	0	4	0%
349	8021 PLYMOUTH ST	0	4	0%
350	9427 PLYMOUTH ST	0	4	0%
351	9746 PLYMOUTH ST	0	3	0%
352	3265 PRENTISS ST	0	4	0%
353	734 RAND AVE	0	5	0%
354	2451 RENWICK ST	0	4	0%
355	2995 SCHOOL ST	0	5	0%
356	6238 SEMINARY AVE	0	4	0%
357	9224 SUNNYSIDE ST	1	10	10%
358	9320 SUNNYSIDE ST	0	6	0%
359	9510 SUNNYSIDE ST	0	16	0%
361	9711 SUNNYSIDE ST	0	5	0%
362	4737 YGNACIO AVE	0	6	0%
363	5250 YGNACIO AVE	0	4	0%
364	2011 7TH AVE	0	6	0%
365	2529 9TH AVE	0	4	0%
366	1608 11TH AVE	2	20	10%
367	2021 11TH AVE	0	4	0%
368	2511 11TH AVE	0	4	0%
369	2607 12TH AVE	0	4	0%

VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
370	1128 E 15TH ST	0	7	0%
371	1944 16TH AVE	0	9	0%
372	1227 E 17TH ST	0	9	0%
373	1236 E 17TH ST	10	10	100%
374	2102 E 17TH ST	0	4	0%
375	2284 E 17TH ST	0	4	0%
376	3314 E 17TH ST	0	4	0%
377	3000 E 18TH ST	0	7	0%
378	1632 E 19TH ST	0	7	0%
380	2246 E 19TH ST	0	7	0%
381	2247 E 19TH ST	0	5	0%
382	2272 E 19TH ST	1	4	25%
383	1716 E 20TH ST	0	4	0%
384	1750 E 21ST ST	0	5	0%
385	2000 E 21ST ST	0	4	0%
386	2005 E 21ST ST	0	8	0%
387	2216 E 21ST ST	0	4	0%
388	2381 E 21ST ST	0	4	0%
389	2439 E 21ST ST	0	3	0%
390	2440 E 21ST ST	0	8	0%
391	2626 E 21ST ST	0	4	0%
392	2527 21ST AVE	0	4	0%
393	2219 E 22ND ST	0	4	0%
394	2323 E 22ND ST	0	6	0%
395	2430 E 22ND ST	0	5	0%
396	2925 E 22ND ST	0	4	0%
397	1031 E 24TH ST	0	4	0%
398	1900 E 24TH ST	0	4	0%
399	1951 E 24TH ST	1	5	20%
400	2017 E 24TH ST	0	4	0%
401	2146 E 24TH ST	0	4	0%
402	2229 E 24TH ST	0	3	0%
403	2353 E 24TH ST	0	3	0%
404	2023 24TH AVE	1	6	17%
405	2218 24TH AVE	0	3	0%
406	1305 E 25TH ST	0	4	0%
407	2003 E 25TH ST	0	4	0%
408	2030 E 25TH ST	1	5	20%
409	2630 E 25TH ST	0	3	0%
410	2110 25TH AVE	0	6	0%
411	2032 E 26TH ST	0	9	0%



VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
412	2435 26TH AVE	0	6	0%
413	2474 26TH AVE	0	7	0%
414	2711 26TH AVE	0	4	0%
415	2402 E 27TH ST	0	8	0%
416	2155 E 28TH ST	0	5	0%
417	2170 E 28TH ST	0	11	0%
418	1324 E 32ND ST	0	5	0%
419	1248 E 34TH ST	1	10	10%
420	2056 35TH AVE	0	9	0%
421	2558 35TH AVE	0	12	0%
422	2820 35TH AVE	0	14	0%
423	2115 38TH AVE	0	4	0%
424	2181 48TH AVE	0	4	0%
425	2228 48TH AVE	0	5	0%
426	3330 72ND AVE	0	8	0%
427	3350 72ND AVE	0	6	0%
428	2509 77TH AVE	22	22	100%
430	1486 77TH AVE	0	4	0%
431	1644 81ST AVE	0	3	0%
432	1763 82ND AVE	0	3	0%
433	2349 83RD AVE	0	6	0%
434	1639 84TH AVE	0	4	0%
436	2261 84TH AVE	0	12	0%
437	1730 85TH AVE	0	6	0%
438	2329 85TH AVE	0	4	0%
439	2325 86TH AVE	0	5	0%
440	1711 88TH AVE	0	3	0%
441	1815 88TH AVE	0	3	0%
442	2416 88TH AVE	0	6	0%
443	1739 89TH AVE	0	6	0%
444	2238 90TH AVE	1	6	17%
446	1521 92ND AVE	0	5	0%
447	1733 92ND AVE	0	4	0%
448	2230 94TH AVE	3	6	50%
449	2425 94TH AVE	0	6	0%
450	1928 96TH AVE	0	4	0%
451	2308 96TH AVE	0	7	0%
452	3716 ALLENDALE AVE	0	3	0%
453	4068 ALLENDALE AVE	0	5	0%
454	4100 ALLENDALE AVE	0	3	0%
455	3302 BROOKDALE AVE	0	6	0%

VII-A-I Vacancy Rates by Public Housing Site at the Beginning  
of the Fiscal Year on July 1, 2005

(as of 4/6/05)

SITE	ADDRESS	VACANT UNITS	TOTAL UNITS	VACANCY RATE
456	3500 BRUCE ST	0	8	0%
457	9008 CHERRY ST	0	4	0%
458	9024 CHERRY ST	0	3	0%
459	8330 BANCROFT AVE	0	8	0%
460	9232 BANCROFT AVE	1	9	11%
461	1900 COMMERCE WAY	0	5	0%
462	4903 CONGRESS AVE	0	3	0%
463	6656 LAIRD AVE	0	8	0%
464	6631 LAIRD AVE	0	6	0%
465	4005 LYON AVE	0	6	0%
466	4118 LYON AVE	1	8	13%
467	7908 NEY AVE	0	6	0%
468	7950 NEY AVE	0	10	0%
469	1088 WEST GRAND AVE	0	45	0%
470	1089 26TH STREET	0	38	0%
471	Mandela E. Block	0	33	0%
472	Mandela W. Block	0	13	0%
614	3311 VIOLA ST	0	1	0%
615	1715 67TH AVE	0	1	0%
616	6645 BRANN ST	0	1	0%
617	2282 83RD AVE	0	1	0%
618	2157 38TH AVE	0	1	0%
619	5378 WALNUT ST	0	1	0%
	Sub Total	427	3308	13%
Units Unavailable and Off-Line for Comprehensive Modernization		355	3308	11%
	TOTAL VACANCIES	72	2953	2%



Attachment A

Resident Advisory Board - Review and Comments on the Annual Plan  
Wednesday, March 30, 2005

29 RAB Members in Attendance

Annual Plan Review	Subject Discussed	RAB Questions/Input
Executive Director Comments	<ul style="list-style-type: none"><li>• National political and financial environment for public housing and Section 8 programs</li><li>• Funding levels for 05 and 06</li><li>• Delays in Federal funding approval</li><li>• The need to be flexible and creative in the use of funding as an MTW agency</li></ul>	The RAB supported the Executive's explanation and Vision under MTW.
Review of the Budget Director of Finance	<ul style="list-style-type: none"><li>• Detailed description of the funding cycles, the known and anticipated funding cuts</li><li>• Explanation of the merging of the Operating Subsidy and the Capital fund</li><li>• Anticipation of receipt of the one time Housing Choice Voucher Reserve fund allocation</li><li>• Potential impact on resident housing services</li></ul>	<p>The RAB supported the Authority's MTW Financial plan.</p> <ul style="list-style-type: none"><li>• The RAB asked several questions that were discussed by staff including:</li><li>• What is the Local Fund Investment?</li><li>• On page 19-Local fund: How can OHA loan money for projects when there is a decrease in funds?</li><li>• What is capital equipment?</li><li>• Does the Reserve payment have to be repaid to HUD?</li><li>• Can OHA sell properties?</li><li>• Will we use reserves to make up the deficit?</li><li>• Can we collaborate with other institutions such as banks?</li><li>• Do we have partnerships with developers that are building properties we can buy into?</li></ul>
Capital Planning Director of Facilities Management	<ul style="list-style-type: none"><li>• Summary of achievements with site improvements including major rehabs</li><li>• Description of the 18 month capital improvements plan for large sites</li></ul>	The RAB supported the Capital Improvements plan, with comment that more dollars are needed to improve additional sites.

## Attachment A

### Resident Advisory Board - Review and Comments on the Annual Plan Wednesday, March 30, 2005

Capital Planning continued	<ul style="list-style-type: none"> <li>Explanation of the physical needs assessment</li> </ul>	<ul style="list-style-type: none"> <li>Other questions addressed by staff:</li> <li>Will the rehabbed properties include new landscaping?</li> <li>Will any of the current families need to be relocated? How will this be done?</li> <li>When families move out of capital funded rehabbed sites, will they have first choice to move back in?</li> <li>Do we put aside dollars for problem areas?</li> <li>Is the work order call system working?</li> </ul>
Occupancy and Rent Policies Director of Housing Management	<ul style="list-style-type: none"> <li>Description of process changes to reduce housing manager office hours to increase field time</li> <li>Explanation of the rent simplification process</li> <li>Explanation of the potential simplification/changes to the annual re-certification process</li> </ul>	<p>The RAB supported the Occupancy and rent policies under MTW.</p> <ul style="list-style-type: none"> <li>The RAB was asked if they would support elderly and disabled re-certifications to be amended to every 3 years:</li> <li>The majority of the RAB supported this potential change</li> <li>Several RAB members asked that the change ensure there be no dramatic rent increases at the 3year exam for this population.</li> </ul>
Changes in the Section 8 Program Director of Leased Housing	<ul style="list-style-type: none"> <li>Summary provided on the current project based assistance programs including the HOPE VI efforts at Mandela</li> <li>Update provided on the use of project based waiting lists</li> <li>Explanation of the changes in subsidy standards and who this change would impact</li> <li>Summary was provided on detail effects of the federal budget shortfall on the Section 8 program</li> <li>An update of the Section 8 Homeownership program was provided</li> </ul>	<p>The RAB supported the changes made in the 2005/2006 MTW Annual Plan.</p> <ul style="list-style-type: none"> <li>Several RAB members voiced concern regarding the impact of the subsidy standard changes taking place this fiscal year.</li> <li>Additional questions addressed by staff included:</li> <li>What is Mod Rehab?</li> <li>Can you take vouchers anywhere and then return to Oakland?</li> <li>If a person has 5 or 6 children, will you cut that family's subsidy?</li> </ul>

Attachment A

Resident Advisory Board - Review and Comments on the Annual Plan  
Wednesday, March 30, 2005

Planned Development Activities Director of Development	<ul style="list-style-type: none"><li>• Update was provided on the HOPE VI programs at Mandela and Coliseum</li><li>• Explanation was provided on the leverage opportunities afforded to the Authority under HOPE VI</li></ul>	<p>The RAB supported the planned development activities under the 05 06 MTW Annual Plan.</p> <ul style="list-style-type: none"><li>• Additional questions addressed by staff:</li><li>• How do we teach residents to approach congress to stop budget cuts?</li><li>• Are you creating new units, and if so, how will you subsidize them?</li><li>• Parking is horrendous at senior sites, are you building new parking?</li></ul>
Public Comments	<ul style="list-style-type: none"><li>• No public comments were made at the RAB meeting.</li></ul>	



Attachment B  
Public Meeting - Summary of Presentations and  
Comments on the Annual Plan  
Thursday, March 31, 2005

MEETING CONVENED AT 6:08 P.M.

Oakland Housing Authority staff in attendance:

Jon Gresley, Sharon H. Cossey, Rod Roche, Stephen Knight, Tim Jones, Joseph Villarreal, Carol Duplessis, Phil Neville, David Lipsetz, Nicole Thompson, Marianne Foster, Chanta Ourm, Rick Rubio, Patricia Ison.

Public members who signed the attendance sheet:

- 80 Section 8 participants
- 25 public housing residents
- 1 Bay Area Legal Aid staff

Translation was provided in Spanish, Khmer, Cantonese, Vietnamese and Mandarin by the following staff:

Rick Rubio	OHA Employee
Jennie Ly	Unity Council
Chris Shaw	Unity Council
Agnes Mann	Asian Mental Health Services
Chantha Oum	OHA Employee
Debbie Chang	OHA Employee

Summary:

Staff presented the purpose of the public meeting and the agenda format. Thirty (30) copies of the Annual Plan were made available for review, all were acquired. Attendees were asked to sign a form to request an additional copy.

Significant attention was made to ensure that translators had the opportunity to thoroughly translate all of the information provided during the meeting.

Authority staff presented summaries of the minor changes to the policies and procedures in the 2005 /2006 MTW Annual Plan. Questions were taken from the public following each presenter's comments.



Comments from the Executive Director

The Executive Director welcomed and thanked everyone for attending the meeting. He gave a brief overview of the MTW Annual Plan and changes to the Agency budget.

Request for Questions and Comments:  
No comments offered by the public.

Capital Improvements

The Director of Facilities Management spoke about the achievements and goals in the both the Facilities and Maintenance Divisions and how the department planned to function with the budget cuts. He gave a breakdown of employees and the amount of backlogged work orders that have not been completed, and the efforts to reconcile the backlog despite the decrease in resources.

Request for questions and comments:  
No comments offered by the public.

Budget

The Director of Finance spoke about the agency budget deficit and its potential impact that could result in the reduction of services. He presented figures detailing the funding allocation from HUD for the OHA fiscal year 2006 operating budget.

Request for questions and comments:  
No comments offered by the public.

Leased Housing Program

The Director of Lease Housing spoke about the effect of funding reductions on the Housing Choice subsidy program. A detailed explanation was provided regarding the pending change in subsidy standards, including the "phased approach" for rolling the change out to current participants. It was noted that about 2,000 of the 11,000 current households would be directly impacted by this change.

Request for questions and comments:

- Several questions were raised to clarify the subsidy standard change. Members of the public who were section 8 participants used their personal household situations as the basis for these questions. Staff responded to

various inquiries, reiterating that Section 8 participations could receive individual assistance by contacting their Housing Representative.

- Copies of the letter of notice sent out to all households regarding the change in Family Unit Size Calculations was distributed during the meeting.

Question: "Is the Section 8 program phasing out?"

Response: "No, not at this moment. The Federal government is currently changing the way the program operates.

Question: "Will the public be provided an opportunity to review the final draft of the MTW Annual Plan?"

Response: Yes. The revised draft will be available on the OHA web site by Friday, April 8th. Instructions for written responses will be included on the web site.

#### Occupancy and Rent Policies

The Director of Housing Management provided an overview of the potential simplifications/changes in rent structure and the re-certification process.

Request for questions and comments:  
No comments offered by the public.

#### Additional Questions:

- "What is being done about all the burglaries in Lockwood Gardens?"
- "Could someone change the lock in Harrison Tower unit 1207?"

#### Response:

The OHA Chief of Police and Resident and Communities Services staff telephone numbers were provided for Section 8 clients/public housing residents with any additional personal questions.

The Board of Commissioner meeting of April 13, 2005 was announced.

The MTW 2005 2006 Public Meeting was adjourned at 8:47 p.m.

# **OAKLAND HOUSING AUTHORITY**

## **PUBLIC HOUSING**

### **Admissions and Continued Occupancy Policy**

**FY 2006**

## **PURPOSE OF THE POLICY**

(24 CFR 960.201)

The purpose of this Admissions and Continued Occupancy Policy is to establish administrative guidelines consistent with HUD requirements and local objectives. The Policy covers both admissions and continued participation in the public housing program.

The Oakland Housing Authority (OHA) is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Policy, HUD regulations will have precedence. The original Policy and any changes must be approved by the Board of Commissioners of the OHA or the Executive Director and a copy provided to HUD.

OAKLAND HOUSING AUTHORITY  
PUBLIC HOUSING  
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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# **OAKLAND HOUSING AUTHORITY PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## **1.0 EQUAL OPPORTUNITY**

### **1.1 FAIR HOUSING**

It is the policy of the Oakland Housing Authority (OHA) to fully comply with all Federal, State and local nondiscrimination laws; the American with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The citations, for ease of reference are contained in Appendix 9 of this document.

This Authority shall not discriminate with respect to age, handicap, disability, race, color, creed, gender, familial status, national or ethnic origin, in the acceptance of applications, in the leasing of rental housing or related facilities (including land) or in the provision of housing assistance for any project or projects under its jurisdiction (covered by an Annual Contributions Contract under the United States housing Act of 1937), or in the use or occupancy thereof.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing authority will provide federal/state/local information to participants regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session at the time of admission.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, no other wise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefit of, or be subjected to discrimination under any program or activity of the Oakland Housing Authority. The Housing Authority will take appropriate measures to ensure that the individual with handicaps shall have equal access to available services, programs, and activities offered. Such appropriate measures include, but are not limited to:

1. provision of telecommunication devices for the deaf;
2. provision of sign language interpreters, as requested;

3. provision of readers and amanuenses, as requested;
4. utilization of barrier-free meeting places;
5. provision of a discrimination complaint procedure.

No person shall be excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination as defined by applicable laws.

Accordingly, OHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist families in completing the forms, if requested. The address of the nearest Department of Housing and Urban Development (HUD) office of Fair Housing and Equal opportunity will also be provided as well as the State Department of Fair Employment and Housing.

## **1.2 REASONABLE ACCOMMODATION**

The Authority will reasonably accommodate special needs of individuals with disabilities. An individual with a disability is defined in Section 223 of the Social Security Act or in Section 102(7) of the Development Disability Services and Facility Construction Amendments of 1970.

The OHA will pay for the approved modification costs, if necessary. However, if another party agrees to pay for the modifications, OHA will assist in securing those resources.

Any request for an accommodation that would cause a tenant to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

OHA will not permit these policies to be subverted to do personal or political favors and will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, Federal law, and the civil rights of the other families on the waiting list (24 CFR 906.204(a)(3)(ii) j).

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some must be made so, subject to the undue financial and administrative burden test (24 CFR 8.20 and 8.21).
2. Documents used by applicants and tenants will be made available in formats accessible for those with vision or hearing impairments (24 CFR

- 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed.
3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but OHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and tenants, OHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand- so rules and benefits may have to be explained verbally, perhaps more than once (24 CFR 8.6).
  4. At the point of initial contact with all applicants, OHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone; large type materials; information on tape, having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking (24 CFR 8.6).
  5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. OHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired because the Fair Housing law makes no such requirement (24 CFR 8.6).
  6. At a minimum, OHA will prepare the following information in plain-language accessible formats:
    - Marketing, promotional and information materials
    - Information about the application process
    - How rents and utility allowances are determined
    - All form letters and notices to applicants and residents
    - General statement about reasonable accommodation
    - Orientation materials for new tenants
    - The lease and house rules, if any
    - Guidance or instructions about care of the housing unit
    - Information about opening, updating or closing the waiting list

- All information related to applicant's rights (to informal hearings, etc.)

### **1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**

The Oakland Housing Authority will make every effort to have bilingual staff, or access to people who speak languages other than English, to assist non-English speaking families.

### **1.4 OUTREACH**

OHA is committed to providing safe and decent housing to all eligible individuals and families. Community outreach, during the open application period, is a means of ensuring unrestricted participation.

In order for eligible families to be aware of the various public housing programs and availability, the Authority will publish advertisements in newspapers of general circulation, ethnic and gender focused publications, and other appropriate resources.

Further, OHA will distribute fact sheets to the broadcasting media and initiate personal contacts with news media.

The status of housing availability may be shared with other community service providers to inform them of eligibility requirements and guidelines so that proper referrals to the Authority will be made.

Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. (24 CFR 109.30(a);
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;

- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) OHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

## **1.5 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD form 9886, Authorization for Release of Information and Privacy Act Notice. This notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **1.6 INFORMATION AVAILABLE FOR REVIEW**

In each of its offices, the Oakland Housing Authority will post in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, or have available for review, the following information:

Information Available for Review:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy;
- B. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours;
- C. Excess Utility Charges;
- D. Utility Allowance Schedule;
- E. Current Schedule of Routine Maintenance Charges;
- F. Flat Rents for all Dwelling Units;
- G. Dwelling Lease; and
- H. Grievance Procedure.

Information That Will Be Posted:

- A. A list of the information available for review and instructions on how the information can be accessed. (All information will be available on-site)
- B. Notice of the status of the waiting list (opened or closed);

- C. Income Limits for Admission;
- D. Fair Housing Poster;
- E. Equal Opportunity in Employment Poster; and
- F. Any current Oakland Housing Authority Notices.

## **2.0 ELIGIBILITY FOR ADMISSION**

### **2.1 APPLICATIONS**

Applications are taken to compile a waiting list. Due to the demand for housing in the Oakland Housing Authority's jurisdiction, the Oakland Housing Authority will only accept applications when the waiting list is nearing the end.

Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance.

Completed applications will be accepted for all applicants and the Oakland Housing Authority will verify the information.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Oakland Housing Authority to make special arrangement. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (510) 832-0633.

The Oakland Housing Authority will notify the family in writing of the date and time of placement (and if applicable their lottery number), on the waiting list.

The second phase in the determination of eligibility, is the verification of eligibility information. The Oakland Housing Authority will validate all preferences, eligibility, suitability and selection factors based on materials collected within sixty (60) days of admission to determine the family's eligibility for entrance into the Public Housing Program.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Oakland Housing Authority will update their place on the waiting list.

### **2.2 PROCESSING APPLICATIONS FOR ADMISSION**

1. OHA will accept and process applications in accordance with applicable HUD Regulations and OHA's Procedure on Taking Applications and Initial Processing. OHA will work on the assumption that the facts certified to by

the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.

## **2. Interviews and Verification Process**

As applicants approach the top of the waiting list, they will be contacted and requested to come to the OHA Eligibility Office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to OHA's Procedure on Verification, to determine qualification for admission to OHA's housing:
  - (i) Family composition and type (Elderly/Disabled/Near Elderly/Non-Elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members Age 6+
  - (vii) Income Used In Applicant Screening
  - (viii) Citizenship or Eligible Immigration Status of All Family Members
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, OHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by OHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR Sec. 5.5. Citizens are permitted to certify to their status.

- 3. Applicants reporting zero income will be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a "zero income" is admitted, re-determinations of income will be performed every 60 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. OHA's records with respect to applications for admission to any low-income housing assisted under the United States housing Act of 1937, as amended, shall indicate the date and time of receipt; for each application; the applicant's race and ethnicity, the determination by OHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible, the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. 24 CFR Sec. 85.42

## **2.3 ELIGIBILITY REQUIREMENTS**

It is OHA's policy to admit only qualified applicants. The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: 24 CFR 8.3. Definition of qualified individuals with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937.

There are five eligibility requirements for admission to public housing:

- (1) qualifies as a Family;
- (2) has an income within the income limits;
- (3) meets citizenship/eligible immigrant criteria;
- (4) provides documentation of Social Security numbers (24 CFR 5.216); and
- (5) signs consent authorization documents.

In addition to eligibility criteria, families must also meet the Oakland Housing Authority screening criteria.

## **2.4 ELIGIBILITY CRITERIA**

### **A. Family Status.**

1. "Family" means: (24 CFR Sec. 5 and 960)
  - (1) one or more adult persons with a child or children, including an emancipated minor as defined in Section 7002 of the California Civil Code; or
  - (2) two or more adult persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or have evidenced a stable family relationship. This includes multi-generational and other family compositions; or



- (3) a single person 62 years of age or over; or
- (4) a single disabled person; or
- (5) the remaining member of a tenant family; or
- (6) single persons who otherwise are eligible; or
- (7) any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

There may also be considered as part of a family other persons who will live regularly as part of the family group (including members of the family temporarily absent, for example students or members of the military) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family. The definition of "Family" does not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family, including:

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limits.

2. An elderly family means: (24 CFR Sec. 5.403)

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A near-elderly family (42 USC 143.7a(b)(3) means:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons, who are at least 50 years of age but below the age of 62 living together; or

- c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
- 4. A disabled family means: (24 CFR Sec. 5.403)
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.

**B. Income Eligibility (24 CFR 5.609)**

- 1. The applicant's household income must not exceed the income limits of occupancy at the time of admission. (See Appendix 1 for income limits.)
- 2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Oakland Housing Authority.
- 3. If the Oakland Housing Authority acquires a property for federal public housing purposes, the families living there must be eligible for public housing in order to remain as public housing tenants.
- 4. Income limit restrictions do not apply to families transferring within the Public Housing Program.

**C. Citizenship/Eligibility Status**

- 1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
- 2. Family Eligibility for Assistance

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exceptions noted below.

- Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 7.6 for calculating rents under the non-citizen rule).
- A family without any eligible members and receiving assistance on June 19, 1955, may be eligible for temporary deferral of termination of assistance.

#### **D. Employee Applicants/Clients**

An employee of the Authority or a relative of an OHA employee who is also a client is entitled to the same rights and shall be expected to satisfy the same requirements as any other client with similar status.

Employee relative is defined as the employee's mother or father, stepmother or stepfather, sister or brother (including half-brother or half-sister or stepbrother or stepsister), spouse, child (including adopted and stepchild), grandparents (including step grandparents), mother-in-law and father-in-law.

No employee shall handle matters related to his/her own case or to the case(s) of member(s) of his/her family.

In order to ensure that the Authority is made aware each time an employee or relative of an employee applies for housing, each applicant shall be required to declare whether he/she is an OHA employee or is related to an OHA employee. This declaration shall be made on a form prescribed by the Chief of Eligibility.

Anytime action is taken or a decision is made which affects the client status of an OHA employee or a relative of an OHA employee in any way, all related paperwork must be received and signed by the Department Director before the action or decision becomes effective.

Each initial determination of eligibility and each selection to a program of an OHA employee or a relative of an OHA employee shall be forwarded to the Executive Director for review and final approval. A certification of the Department Director shall

accompany the file to the Executive Director/Deputy Executive Director stating that all determinations and actions taken have been reviewed by the Department Director and are in accordance with all applicable policies and procedures.

## **2.5 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Oakland Housing Authority looks at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development, environment, other tenants, Oakland Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Oakland Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - (1) History of meeting financial obligations, especially rent (24 CFR 960.205(b)(i);
  - (2) Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the , safety, or welfare of other tenants (24 CFR 8.2);
  - (3) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including controlled substance-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property ( 24 CFR 960.205 (b)(3) and The Anti-Drug Act of 1988);
  - (4) History of disturbing neighbors or destruction of property (24CFR 960.205 (b)(I);
  - (5) Having committed fraud in connection with any Federal housing assistance program, including the intentional

misrepresentation of information related to their housing application or benefits derived there from;

- (6) History of abusing alcohol in a way that may interfere with the health and safety of other residents; (24 CFR 960);
- (7) Successful completion of OHA required orientation.

C. The Oakland Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Oakland Housing authority will evaluate the information provided. The information requested may include, but may not be limited to, the following:

- (1) A credit check of the head, spouse and co-head;
- (2) A rental history check of all adult family members;
- (3) A criminal background check of all adult household members, including live-in aides to identify applicants who have been convicted of:
  - a violent felony; or
  - a controlled substance or alcohol-related offense

This check will be made through State or Local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Oakland Housing Authority may contact law enforcement agencies where the individual lived or request a check through the FBI's National Crime Information Center (NCIC);

- (4) A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary condition; and
- (5) A check of the State's lifetime sex offender registration program for each adult household member. No individual registered with this program will be admitted to public housing.

## **2.6 GROUNDS FOR DENIAL**

The Oakland Housing authority, after considering mitigating circumstances, reserves the right to deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria (24CFR 5.403) (24 CFR 5.603) (24 CFR 5.5);
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent (24 CFR 960.205 (b)(1)
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants (24 CFR 8.2);
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including controlled substance-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property (24 CFR 960.205(b)(3) and (The Anti-Drug Act of 1988);
- G. Have a history of disturbing neighbors or destruction of property (24 CFR 960.205(b)(2);
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs (24CFR 960.205(b);
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use (24 CFR 960.205);

- K. Were evicted from housing as a result of poor housekeeping. The "home visit" considers cleanliness and care of rooms, appliances, and accessories. The "home visit" may also consider any evidence of criminal activity; and
- L. Are illegally using a controlled substance or are abusing alcohol in away that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Oakland Housing Authority may waive this requirement if (24 CFR 960):
  - (1) The person demonstrates to the Oakland Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - (2) Has successfully completed a supervised drug or alcohol rehabilitation program;
  - (3) Has otherwise been rehabilitated successfully; or
  - (4) Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Oakland Housing Authority staff or residents;
- N. Have a household member who has been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## 2.7 NOTIFICATION OF NEGATIVE ACTIONS

If the Oakland Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Oakland Housing Authority will provide the applicant with a written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and

state that the applicant may request an informal review of the decision within 10 business days of the denial. The notice sent by the Oakland Housing Authority will describe how to obtain the informal review (24 CFR 950.207(a)).

Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances, or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

## **2.8 INFORMAL REVIEW**

The informal review may be conducted by any person designated by the Oakland Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Oakland Housing Authority's decision. The Oakland Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision (24 CFR 950.207(a)).

## **2.9 OCCUPANCY GUIDELINES**

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from both excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

### **Minimum and Maximum Number-of-Persons-Per Unit Standard**

<u>Number of Bedrooms</u>	<u>Min.Persons/Unit</u> ( <u>Largest Size</u> )	<u>Max. Persons/Unit</u> ( <u>Smallest Size</u> )
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:



- (a) The maximum occupancy standards will not be exceeded. This may cause different generations and genders to share a bedroom.
  - (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - (c) In determining bedroom size, the Oakland Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.
  - (d) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
  - (e) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The OHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family decides which size unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

## **2.10 CHOICE OF A UNIT**

The Housing Authority will determine the number of offers, from one to three, an applicant will receive depending upon the number of available vacant units. If an applicant rejects two offers of housing, at different locations, their application shall be removed. They shall be given written notification that their application has been removed and the reason for its removal.

## **2.11 APPLICANTS WITH OWING BALANCES**

A former conventional public housing resident who applies owing an outstanding Conventional/Section 8 balance that is four or less years, consisting of rent and/or miscellaneous charges, will not be selected for housing until that balance is paid, according to contractual arrangements between the applicant and the authority.

Eligible families who apply for Conventional/Section 8 housing with an outstanding balance of more than four years will be notified of the prior debt without interruption to their application process and will be encouraged to pay this owing balance.

## **3.0 MANAGING THE WAITING LIST**

### **3.1 OPENING AND CLOSING THE WAITING LIST**

Opening and closing of the waiting list will be announced with a public notice stating when applications for public housing will be accepted and when the waiting list will be closed. The public notice will state where, when, and how to apply. The notice and waiting list, information will be published in a local newspaper of general circulation, distributed to community and faith-based organizations and made available on the OHA's general information line. The public notice will state who may apply.

The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of

applicants who qualify for a preference, and the ability of OHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.

During the period when the waiting list is closed, OHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

### **3.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The Oakland Housing Authority will maintain a community-wide waiting list, and up to 8 site-based waiting lists for HOPE VI Developments and selected newly modernized sites. Families may be on more than one list simultaneously.

Interested persons may apply for admission to public housing for all PHA-managed sites at 1619 Harrison St.

Interested persons may apply for admission to public housing for all non PHA-managed sites at the management offices of those developments.

- B. The application will be a permanent file;
- C. All applications will be maintained in order of bedroom size, preference, and then in order of date, time of application, or lottery number.

### **3.3 PURGING THE WAITING LIST**

The Oakland Housing Authority will update and purge its waiting list every two years to ensure that the pool of applicants reasonably represents the interested families for whom the Oakland Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

### **3.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Oakland Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

Any applicant whose name is being removed from the waiting list will be notified by the Oakland Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will, be removed from the waiting list if they fail to respond within the timeframe specified. The Oakland Housing Authority's system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Oakland Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application, or by their lottery number.

Applicants who do not respond within the timeframe specified due to circumstances beyond their control (i.e., hospitalization or because they were temporarily away from home) will have their circumstances for not responding considered on a case -by -case basis. If the applicant can provide sufficient proof that they are living at the address where the notice was sent but were unable to respond due to a medical condition or because they were temporarily out of the area, OHA staff will take into consideration their circumstances and restore their name and place on the waiting list if such action is justified.

## **4.0 TENANT SELECTION AND ASSIGNMENT**

### **4.1 SELECTION FROM THE WAITING LIST/SPECIAL ADMISSIONS**

The Oakland Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income.

If there are not enough eligible families on the waiting list the Authority will conduct outreach on a non-discriminatory basis to attract eligible families to reach the statutory requirement.

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Oakland Housing Authority will use the assistance for those families.

## **4.2 PREFERENCES**

The Oakland Housing Authority will select families from the waiting list based on the following preferences:

- (1) A Veterans Preference (as required by state law);
- (2) A Residency Preference (for persons living or working in Oakland);
- (3) A Non-subsidized Preference (for persons not receiving project or tenant based Section 8 or Public Housing);
- (4) A preference for the Elderly/Disabled over other singles; and

Applicants to the public housing conventional program, within the above preferences, will be sorted into two categories. The categories are:

Category 1 – Self Sufficient – At least fifty percent of household income from gainful employment or minimum of twenty hours of work per week, or participation in job training or educational programs and those who are elderly or disabled; and

Category 2 – Non Self-Sufficient

- (5) A date and time, or lottery number if a number of applications are received at the same time, preference (tiebreaker when all else is equal).

For applicants to the public housing conventional program, within the above preferences, the list will be sorted into two categories. The categories are:

Category 1

Working: At least 50% of household income from gainful employment or a minimum of 20 hours of work per week or engaged, and in good standing, in an approved CalWORKS activity and those who are elderly and disabled;

Category 2

Not working

Fifty-percent of the applicants will be pulled from each of the two categories.

**Buildings Designed for the Elderly and Disabled:** Preferences will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Buildings Designated as Senior-Only Housing:** The Oakland Housing Authority has designated 5 developments as senior-only. (See Appendix 2 for a list of senior-only sites). In filling vacancies in these developments, first priority will be given to elderly families. If there are no elderly families on the list, the next priority will be given to the near-elderly. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

### 4.3 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of	Persons
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	<b>Minimum</b>	<b>Maximum</b>
0	1	1
1	1	1
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Oakland Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom. Note: Two children of opposite sex are not required to share a bedroom although they may do so at the request of the family.
- B. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
- C. Foster- adults and/or foster-children will not be required to share a bedroom with family members.
- D. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Oakland housing Authority will allow the larger size unit if the family provides a verified medical need that the family needs to be housed in a larger unit.
- B. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will

transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

- C. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

#### **4.4 DECONCENTRATION POLICY AND INCENTIVES**

The Oakland Housing Authority has 3 general occupancy (family) public housing developments covered by the deconcentration rule. None of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments. The Oakland Housing Authority will analyze developments on a regular basis according to the deconcentration rule.

#### **4.5 OFFER OF A UNIT**

When the Oakland Housing Authority discovers that a unit in a development is available, we will contact the first family on the waiting list who has the highest priority for this type of unit. The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will accept or reject the unit. The OHA's policies on "Choice of Unit" for new applicants is outlined in Section 2.10 and for tenants requiring a transfer in Section 10.6

#### **4.6 REJECTION OF UNIT**

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

#### **4.7 ACCEPTANCE OF UNIT**

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.



The head of household and co-applicant will be required to execute the lease prior to admission. The family will pay a security deposit at the time of lease signing. The security deposit is \$250.00. The family has a choice of paying the entire security deposit at the time the lease is signed; or they can choose to pay \$50.00 upon signing the lease. The remaining \$200 will be paid over the next ten months at \$20 per month.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **5.0 DETERMINATION OF FAMILY INCOME**

"Total Family Income" is "Annual Income" as defined by Federal Regulations (See 5.609-611 QHWR) which are attached hereto as Appendix 3.

"Adjusted Income" is "Annual Income" less allowances as defined by Federal Regulations, which are attached hereto as Appendix 4.

### **5.1 INCOME AND ASSETS**

To determine annual income the OHA counts the income of all family members. Once the annual income is determined, the OHA subtracts all allowable deductions as allowances to determine the TTP (Total Tenant payment).

All sources of income must be verified in writing by the individuals' representatives, or from organizations providing such income. In addition, the applicant or participant will be required to sign a *Consent for Release of Information* form to be used in obtaining verifications of any and all sources of income and assets, (including wage or benefit information from the California Employment Department).

Following are examples of income sources:

- Written statements from employers, the Social Security Administration, pension administrators, TANF, General Assistance, Unemployment benefits, social Security Disability, State Disability, Workers' Compensation, severance payments, insurance payments, alimony, child support and regular contributions from family members not residing within the household may be used to verify an applicant's/tenant's income.

- All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse, or who is considered a member of the family is counted toward determination of eligibility and continued occupancy. Excluded from such consideration is special pay to a family member of the Armed Forces who is exposed to hostile fire.
- For self-employed applicants, the provision of income tax records or a summarized book of accounts reflecting the gross and net income from a business or profession must be provided by the applicant. For this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for the depreciation of capital assets shall not be deducted to determine the net income. Such applicants shall also be required to sign the *Consent for Release of Information* form.
- Determination of Income shall reflect the gross and not the adjusted income after deductions for taxes, Social Security, pension contributions, etc. In addition, wages shall include tips, overtime pay, bonuses, commissions, etc.
- Documentation shall also be required from the applicant's bank, fund manager, real estate manager, of all assets, of the value thereof and interest thereon, and of the dividends, or other net income derived from such capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.
- TANF Income. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

If the amount of the welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

## **5.2 INCOME EXCLUSIONS**

- Annual income does not include casual or sporadic gifts, amounts specifically for or in reimbursement of the cost of medical expenses, or lump sum additions to family assets such as inheritances, insurance payments, or settlements for personal or property losses.
- Annual income does not include payments received for the care of foster children or foster adults.
- Annual income does not include modest amounts (not exceeding \$200 per month) received by a resident as a stipend for performing a service to the OHA on a part-time basis that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time.
- Annual income does not include amounts received by a participant in other public assistance programs that are specifically for reimbursement of out-of-pocket expenses incurred solely to allow participation in a specific program (e.g., special equipment, clothing, transportation, child care, etc.).
- Annual income does not include the income of a live-in aide.
- Annual income does not include special pay to a family member serving the Armed Forces who is exposed to hostile fire.
- Annual income does not include the full amount of student financial assistance paid directly to the student or the educational institution.
- Annual Income does not include incremental earnings and benefits from participation in a state or local employment-training program. Amounts excluded by the provision must be received under employment training programs with clearly defined goals and objectives and are excluded only during participation in the program.
- For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation in employment training and supportive services programs. Such employment training and supportive service programs which are funded by the Federal, State or local government; are operated or administered by a public agency; and have the objective to assist participants in acquiring employment skills.
- Income received from these programs are excluded only for the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins

the first job acquired after completion of such program. If the family member is terminated from employment with good cause, the exclusion period shall end.

- Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for exclusions stated above. Additionally, this exclusion is only available to:
  - Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years; or
  - Families whose income increases during the participation of a family member in any family self-sufficiency program; or
  - Families who are or were, within 6 months, assisted under a State TANF program.

### 5.3 DEDUCTIONS FROM INCOME

HUD has six allowable deductions from Annual Income:

- **Dependent Allowance:** \$480 for each family member (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- **Elderly/Disabled Allowance:** \$400 per family for families whose head or spouse is 62 or over or disabled.
- For families with an elderly, disabled, or persons with disabilities head of household or spouse, there shall be a deduction of any unreimbursed medical expenses exceeding 3% of the tenant's or applicant's gross annual income.
- For families, there shall be a deduction for reasonable child care expenses (other than reimbursed expenses) for children under the age of 13 when such care is necessary to enable the parent(s) to attend school full-time, full-time vocational training or employment. Reasonable expenses are those that do not exceed average child care expenses as determined by the OHA'S survey of local child care costs.

- Any earned income of minors in the family under the age of 18.

Deductions, as mentioned above, from the gross Annual income shall result in an *Adjusted Annual Income*. Such adjusted annual Income shall be calculated on a monthly basis and the 30% factor applied, which shall result in the monthly TTP. In instances where a tenant is required to pay for utilities (gas, electric, water, garbage or sewer), an adjustment shall be made in the TTP in accordance with the utility allowance schedule. The resulting figure shall be called the Tenant Rent.

## **6.0 VERIFICATION**

The Oakland Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **6.1 ACCEPTABLE VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the appropriate documentation will be required.

Other information will be verified by third party verification. This type of verification includes written documentation. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Oakland Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be retained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Oakland Housing Authority will accept notarized documentation received from the applicant/tenant.

## **6.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The Oakland Housing Authority will check the citizenship/eligible noncitizen status of each family member regardless of age.

Prior to being admitted, or at the first re-examination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 forms.

Prior to being admitted, or at the first re-examination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Oakland Housing authority will make a copy of the individual's INS documentation and place the copy in the file. The Oakland Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Oakland Housing Authority will mail information to the INS so a manual check can be made of INS records.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

A family admitted to public housing may request that the Oakland Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of a request of an appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing process in Section 2.8 above will be utilized with the exception that the participant family will have up to 30 days upon receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

### **6.3 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Heads of household must provide this verification for the children at the first regular re-examination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Oakland Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number, they will be required to sign a statement to that effect. The Oakland Housing Authority will not require an individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates that they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates that they have a Social Security Number, but they cannot readily verify it, they shall be asked to certify to this fact and will be given up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

### **6.4 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) days of certification or re-examination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim re-examination is conducted, the Housing Authority will verify and update those elements reported to have changed.

## **6.5 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular re-examination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of the Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular re-examination. Likewise, when a child turns six, their verification will be obtained at the next regular re-examination.

## **7.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **7.1 FAMILY CHOICE**

At admission and each year in preparation for their annual re-examination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income re-examination process every three years, rather than annually.
- B. Families who opt for the flat rent may request to have a re-examination and return to the formula-based method no more than two times a year, unless they experience a financial hardship. Families can change their rent payment method for any of the following reasons:

- (1) The family's income has decreased.



- (2) The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - (3) Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- C. Families who opt for the formula method who, due to an increase in income, find themselves paying more than the flat rent for the unit they occupy can switch rent calculation methods.

## **7.2 FORMULA METHOD**

The total tenant payment is 30% of the household's adjusted monthly income.

The family will pay the greater of the total tenant payment or the minimum rent of \$25.00. If 30% of the household's adjusted monthly income is greater than the flat rent for the unit they occupy the family has the option to request that their rent calculation method be switched from the formula method to the flat rent system. It is the responsibility of the household to request a change in their family's rent calculation method. However, at the time of the annual re-examinations families will be reminded of their ability to choose between an income-based rent or a flat rent.

In the case of a family who has qualified for the "limit to rent increase" referenced in Appendix 5, upon the expiration of the 12-month period, an additional rent benefit accrues to the family. If the family member continues to be employed, for the 12-month period following the 12-month period of disallowance, the rent increases will be capped at 50 percent of the rent increase the family would have otherwise received.

## **7.3 SELF-SUFFICIENCY INCENTIVES**

The OHA will not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date which the employment is commenced in accordance with federal regulations (See Appendix 5).

## **7.4 ESCROW PROGRAMS**

Families who qualify for the “self-sufficiency incentive” described in Section 7.3 (See also Appendix 5) may participate in an escrow program (Individual Savings Account Program) and have their rent increased as if no limit existed. However, rather than the extra money going to pay the rent, the funds would go into an escrow account for the family on the same basis as if the limit had existed. The Oakland Housing authority will place the funds in an interest bearing account and will credit the family with the interest income. The Authority will provide the family with a report on the status of the account at least annually. Any balance in a family’s individual savings account when the family moves out is the property of the family unless the family is not in compliance with the lease.

Escrow account money can only be withdrawn for:

- Purchasing a home;
- Paying education costs of family members;
- Moving out of public or assisted housing; or
- Paying any other expense authorized by the Housing Authority for the purpose of promoting the resident’s economic self-sufficiency.

## **7.5 MINIMUM RENT**

The Oakland Housing Authority will maintain the minimum rent of \$25 for both the Public Housing and Section 8 Programs. In accordance with Federal law, five exceptions to the minimum rent will be utilized for financial hardship (Sec. 507 QHWRA).

A. A hardship exists in the following circumstances:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Reconciliation Act of 1996;
- (2) The family would be evicted as a result of the imposition of the minimum rent;
- (3) The income of the family has decreased because of changed circumstance, including loss of employment;
- (4) A death in the family has occurred; and

- (5) Other situations as may be determined by the agency.
- B. **No hardship.** If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. **End of hardship.** Housing Managers will monitor those families paying no rent on a monthly basis to verify if the hardship situation has subsided.
- D. **Appeals.** The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

## 7.6 **FLAT RENT**

The flat rent is based on the value of the unit and designed so that it does not discourage families working toward economic self-sufficiency. A flat rent is not based upon income nor does the flat rent change due to changes in the tenant's income. Each tenant may decide annually whether to pay the flat rent or an income-based rent.

### **Setting Flat Rents**

In response to market trends, the Oakland Housing Authority reviews all of its public housing sites and conducts an analysis of over 6,000 subsidized rentals throughout the City of Oakland to complete a study upon which to base a revised flat rent schedule.

The flat rent schedule will be periodically reviewed and adjusted accordingly based on market trends.

The original intent of the flat rent revision process was to revise the current flat rent schedule, in compliance with federal requirements, while giving consideration to the location and condition of the units.

However, with the exception of the Montclair and Rockridge areas, where rents are inordinately higher, there were no substantial variations of rent rates throughout the rest of the City of Oakland. There were few public housing units located in these areas. Therefore, the Montclair and Rockridge areas were excluded from the market analysis, and the original

intent to establish different rent rates for separate locations could not be substantiated due to the limited variation in rent rates throughout the remaining areas of the City.

Additionally, the study was structured to support a flat rent based on the condition of the unit in comparison to like units in the private market. Even though less than 1 percent of the Authority's housing stock are single-family dwellings, a separate comparative analysis to private market single-family dwellings was conducted.

In compliance with federal requirements, the highest flat rents we could established for public housing units in the best condition is 100 % of the market average for units of similar age size and condition. Flat rents for OHA units of lesser quality would be based on a percentage of the market average creating a tiered system of flat rents.

Basing the flat rent on a percentage of market rents would allow for the agency's ongoing modernization efforts. When mod work is completed on what once was a non-modernized site, the flat rents could be increased from one tier to the next.

The subsequent results of this study substantiate the need to revise the current flat rent schedule for all bedroom sizes.

As part of this study, all public housing sites were rated relevant to the following criteria:

- ◆ Condition of the unit
- ◆ Condition of the neighborhood
- ◆ Proximity to school & public transportation
- ◆ Curb appeal
- ◆ Amenities

They were then given an overall rating of Excellent, Good, Fair or Poor. A majority of the Authority's public housing units received ratings at ends of the spectrum. They were either modernized and received a rating of Excellent or not modernized and received a rating of poor. There were very few sites in between.

In addition to rating all public housing sites, more than 6,000 Section 8 contract rents for apartments, and single-family dwellings of all bedroom sizes were analyzed.

It should be noted that before a Section 8 contract rent is approved, a rent reasonableness test is conducted. This test involves comparing the requested rent for a pending Section 8 rental to three unassisted rental units in the immediate vicinity of like size and condition. If the requested rent is determined reasonable, it is approved.

The Section 8 rents included in the market analysis represent rental units located in all areas of the City of Oakland absent the Montclair and Rockridge areas. As previously stated the Section 8 rentals in these areas were excluded due to the extremely high rent rates and the limited number of public housing units located in these areas.

Average rents were established for apartments and single-family dwellings of all bedroom sizes. There was a noticeable difference in the rent rates for all bedroom sizes between apartments and single-family dwellings. Overall, the single-family dwellings received higher rents than apartments of the same bedroom size. However the average margin did not exceed 15 percent for any bedroom size. These figures are considered to be a fair representation of the average market rents. The revised flat rent schedule was based on these rates.

\*Title 24 of the Code of Federal Regulations, part 960.253 (b) provides that the flat rent is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy. In determining the flat rent, a PHA must consider:

- ◆ The location, quality, and the size, type and age of the unit; and
- ◆ Any amenities, housing services, maintenance, and utilities provided by the PHA.

The PHA must use a reasonable method to determine flat rent and must keep records that document this method. The PHA records must show how the PHA determines flat rents in accordance with its method and document flat rents offered to families.

The method used to establish the revised flat rent schedule complies with these federal requirements.

Flat rents for all modernized and well-conditioned public housing sites, both apartments and single-family, will be set at 100 percent of the market average for apartments.

Flat rents for non-modernized apartments will be set at 80 percent of the market average.

Modernized and well-conditioned sites, both apartments and single-family dwellings, will be set at 100 percent of the market average. The schedule of flat rents is located in Appendix 7.

## **7.7 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decided not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last not longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Oakland Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Oakland Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Oakland Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

## **7.8 UTILITY ALLOWANCE**

The Oakland Housing Authority has a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Oakland Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision of the allowances (See Appendix 8 for current schedule of allowance for tenant purchased utilities).

The utility allowance will be subtracted from the family's formula and flat rent amount in order to determine the amount of the tenant's rent. The tenant rent is the amount the family owes each month to the Oakland Housing Authority. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Oakland Housing Authority paid utilities, the Oakland Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Oakland Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual re-examination.

Families with high utility costs are encouraged to contact the Oakland Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

## **7.9 RENT PAYMENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid through the Union Bank system. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the seventh of the month, a "14-day Notice to Vacate" will be issued to the tenant.

## **8.0 INSPECTIONS**

The Oakland Housing Authority will inspect all units to ensure that they meet federal and local Housing Quality Standards (HQS). Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS (Sec. 530 QHWRA).

The Oakland Housing Authority performs the following types of inspections.

### **8.1 MOVE-IN INSPECTIONS**

The Oakland Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written



statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

## **8.2 ANNUAL INSPECTIONS**

The Oakland Housing Authority will inspect each public housing unit annually to ensure that each unit meets HQS. Work orders will be submitted and completed to correct any deficiencies (Sec. 530 QHWRA). Tenants are given a 60-day notice prior to the date of inspection.

## **8.3 NOTICE OF INSPECTION**

For inspections defined as preventative maintenance inspections, special inspections, and housekeeping inspections the Oakland Housing Authority will give the tenant at least forty-eight hours written notice.

If a resident is not home when the inspector arrives, the OHA will enter the resident's unit with the inspector. If the resident's unit is entered, the OHA will leave a notice informing the resident of the time, date, and reason that their unit had been inspected.

## **8.4 PREVENTATIVE MAINTENANCE INSPECTIONS**

This inspection is intended to keep items in good repair. It checks weatherization; the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life and energy efficiency of the unit and its equipment.

## **8.5 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Oakland Housing Authority. Residents will get a 48-hour written notice before a special inspection will occur.

## **8.6 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual re-examination, or at other times as necessary, the Oakland Housing Authority will conduct a housekeeping

inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

## **8.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Oakland Housing Authority have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **8.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Oakland Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Oakland Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Oakland Housing Authority to ready units more quickly for the future occupants.

## **8.9 MOVE-OUT INSPECTIONS**

The Oakland Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for claims that may be assessed against the security deposit.

## **9.0 RECERTIFICATIONS**

At least annually, the Oakland Housing authority will conduct a re-examination of family income and circumstances except those paying flat rents, for whom re-examinations of income will occur every three years (24 CFR Sec. 960.209(a)). The results of the re-examination determines:

- 1) The rent the family will pay; and
- 2) Whether the family is housed in the correct unit size.

## **9.1 GENERAL**

To assure that tenancy in HUD-aided housing units is restricted to families meeting the eligibility requirements for continued occupancy, and that such families are charged appropriate rents, the eligibility status and the family income of each tenant is to be periodically re-examined and redetermined. The re-examinations for all families (including elderly) are to be conducted once every twelve (12) months, except the length of time between re-examinations of income may be shortened to no less than six (6) months or may be extended to not more than eighteen (18) months, "for new move-ins, at the Oakland Housing Authority's discretion," if necessary, to fit an established re-examination schedule.

The Oakland Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-examination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

## **9.2 FLAT RENTS**

Each year prior to their anniversary date, Oakland Housing Authority will send a re-examination letter to a family offering the choice between a flat or formula rent. At the appointment, the Oakland Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. The Authority will estimate the family's rent using the standard calculation, and provide the flat rent schedule for the family to use in comparing the two rents. If the family wishes to select the flat rent method without meeting with the Oakland Housing Authority representative, they may make the selection on the form and return the form to the Oakland Housing Authority. In such case, the Oakland Housing Authority will cancel the appointment.

### **Annual Recertification for Families who have Selected Flat Rent:**

If the family selects a flat rent, the Authority is required to do the following on an annual basis:

1. Verify family composition
2. Verify community service requirements
3. Annual Inspection

### **9.3 THE FORMULA METHOD**

During the annual interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Oakland Housing Authority will determine the family's annual income and will calculate their rent.

### **9.4 INTERIM RE-EXAMINATIONS**

No rent adjustments are to be effected between dates of periodic re-examination or pre-scheduled re-examinations, except as provided in sub-paragraphs "A" and "B" below.

In addition to submitting such information as may be required at the time of periodic re-examination (or special re-examination) of eligibility and re-determination of Family Income, tenants are required to report the following defined changes in family circumstances:

- A. Loss of lessee through death, divorce, or other continuing circumstances, or addition to the household by any person who (by marriage, remarriage, or otherwise) in accordance with Authority policy should become the lessee. Failure to report the occurrence of such changes within ten (10) days will require a retroactive rent change when applicable.
- B. Any tenant who reports a change in family circumstances (such as a decrease in income) shall be given an interim income re-examination and if, upon verification, it is determined the existing Gross Rent exceeds the Gross Rent payable on the current Family Income, in accordance with the

Schedule of Rents, an appropriate adjustment of rent shall be effected. In the event rent is decreased in accordance with this provision, the tenant must report all changes in family circumstances such as an increase in income) which occurs prior to the next regular re-examination and the Gross Rent will be appropriately adjusted.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one and must verify their citizenship/eligible immigrant status. Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family. The new family member will go through the screening process similar to the process for applicants. The Oakland Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 9.6.

## **9.5 SPECIAL RE-EXAMINATIONS**

If at the time of admissions or re-examination, a family is clearly of low income, but it is not possible to make an estimate of Family Income for the next 12-month period with any degree of accuracy because:

- A. A tenant is unemployed and there are not anticipated prospects of employment;
- B. The conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination.

A special re-examination shall be scheduled for a specified time (either 30,60, 90, or 120 days, depending upon the staff member's estimate of time required for the family circumstances to stabilize.

If, at the time of such special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations shall continue to be scheduled and conducted until such a reasonable estimate of Family Income can be made for the next 12 months.

Families whose past employment has been sporadic or who are on welfare, then work, then are employed, should be given special re-examinations. If such as an income pattern is expected to continue, a reasonable 12-months estimate of their income may be based upon past income and present rate of income.

When it is not possible to estimate Family Income with any reasonable degree of accuracy for the next 12 months and a special re-examination is scheduled, the family's rate of income, based on the income expected to be received by the family from the date of the current determination to the date of the special re-examination, is to be projected for a 12-month period for rent purposes even though it is known that income in such amount or from such sources will not continue for that period. Special re-examinations must be clearly set for a definite time and controls established to assure compliance.

## **9.6 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS**

Increases in rent are to be made effective the first of the second month following that in which the change occurred (retroactively if necessary).

Decreases in rent are to be made effective first of the month following that in which the change was reported (24 CFR Sec.966.4(c) and (o)).

No decreases or increase in rent will be made until all the facts have been verified.

**New Re-examination Date Following Income Disregard:** When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular re-examination shall be permanently adjusted to be 12 months following the date that the income disregard began.

## 9.7 RE-EXAMINATION PROCEDURES

- (a) At the time of re-examination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security Numbers, and such other data as is deemed necessary will be verified, and all verified finds will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc. (24 CFR Sec. 960.206).
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular re-examination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy (24 CFR Sec 5).
- (f) Families failing to respond to the initial re-examination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease (24 CFR Sec. 966.4 (c)(2)).

## **9.8 ACTION FOLLOWING RE-EXAMINATION**

- (a) If there is any change in rent or in family composition, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. (24 CFR Sec. 966.4(c)&(o)).
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available (24 CFR Sec. 966.4(c)(3)).

## **10.0 UNIT TRANSFERS**

### **10.1 APPROVAL OF TRANSFER OF TENANTS**

Transfer of a family from one OHA unit to another shall be approved when:

- A. The family is eligible for continued occupancy, and
- B. The tenant family is in good standing and when at least one of the following conditions exists:
  - (1) The Authority will transfer the affected family(s) to an appropriate size unit, if available. The decision to continue to offer housing to the family(s) transferred as a result of a fire will be based on the investigation of the cause of the fire, by an appropriate authority. The Authority will consider as part of its decision to continue to offer housing such pertinent facts as:
    - (a) Was the fire the result of negligence on the part of the tenant family or guest, and
    - (b) Will the family assume responsibility for damages and agree to make restitution to the Authority for the cost of repairing such damages.
  - (2) The unit is unsuitable to the tenant for medical reasons and the Authority has units of appropriate size and suitability such that a transfer may reasonably be expected to provide relief for the medical needs of the tenant. The Authority may certify that the resident's medical condition is of such severity



that a transfer will provide long-standing and permanent medical relief and specifically states how a transfer will affect the medical condition of the resident. Transfers for medical reasons will be considered if the resident's medical condition is considered to be of a permanent, chronic, or long-standing nature.

- (3) The unit size or accommodations are not appropriate for the tenant family and either a larger, smaller or accessible unit is required for the family in accordance with occupancy standards.
- (4) The Authority has need, at the discretion of the Executive Director or his designee, to transfer the tenant family.
- (5) The tenant agrees, in writing, to be responsible for the cost of all repairs, beyond normal wear and tear, to the unit from which the tenant is being transferred. The tenant will not be charged for the cost of any repairs/replacements that are clearly not the responsibility of the tenant.

## **10.2 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

## **10.3 ESTABLISHMENT OF TRANSFER WAITING LISTS**

A transfer waiting list shall be maintained by the Authority. Such list shall be updated each month as a result of the month's Re-examination process. Listed below is the order of priority from which transfer will be made:

- A. Transfers required because a dwelling unit is not habitable (fires and other emergencies) shall be given first priority.
- B. Priority medical (as approved by the Executive Director or his/her designee).
- C. Severely overcrowded and over-housed (defined as two bedrooms too small or too large for the family) in accordance with occupancy standards in Section 4. Between those under-housed and over-housed, the Authority will use its

discretion in the order of transfers for best management of the transfer process.

- D. Other (includes one bedroom too large or small) in accordance with occupancy standards in Section 4.

All transfers within the various priority groups shall be made based on the date the transfer request was placed on the transfer list.

The above order of priority may be superseded if the authority determines that other transfers must take place to facilitate modernization activities or other rehabilitation activities. The relocation cost for moving to another unit, including charges for utility connections, will be paid by the Authority.

The decision as to when a transfer shall take place is at the sole discretion of the Authority and considerations such as the number of families on the Authority's waiting lists, total number of vacant units, fiscal impact, and the Authority's ability to continue to serve eligible residents of Oakland will be evaluated.

#### **10.4 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (the family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Oakland Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities;
- B. When action or inaction by the Oakland Housing Authority has caused the unit to be unsafe or inhabitable; or
- C. When a resident is transferred to a unit that reasonably accommodates their documented disability.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

## **10.5 TRANSFER POLICY RIGHTS OF THE OAKLAND HOUSING AUTHORITY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **10.6 CHOICE OF UNIT**

A tenant approved for transfer may reject or refuse to promptly occupy suitable units at two different locations, and still be entitled to the next available suitable unit (except in the cases described below). If the tenant approved for transfer rejects an offer for a justifiable reason as stated in sub-paragraphs "A" and "B" below, he or she shall retain his or her place on the eligible list and the offer shall not count as one of the three to which the tenant approved for transfer is entitled.

- A. If the tenant approved for transfer is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Authority, clear evidence of his or her inability to move, the applicant or the tenant approved for transfer shall retain his or her place on the eligible list and be offered the next succeeding vacancy of the appropriate size.
- B. If a tenant approved for transfer presents to the satisfaction of the Authority, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or

handicap not related to consideration of race, creed, color, sex or national origin, such as inaccessibility to source of employment, children's day care and the like, the applicant or the tenant approved for transfer shall retain his or her place on the eligible list and be offered the next succeeding vacancy of the appropriate size.

If a tenant approved for transfer rejects three offers of housing (not including rejections for acceptable justification as outlined in "A" and "B" above) their application shall be removed from the transfer waiting list. They shall be given notification that their application has been removed and the reason for its removal.

Tenants who are required to be transferred for the following reasons shall be given one offer (not including rejection for acceptable justification as outlined in "A" and "B" above).

- An emergency;
- Transfer to a unit that reasonably accommodates a family member's disability; and
- Because the family is grossly over-housed or under-housed.

Refusal to accept a transfer by any tenant who may be required to move in compliance with occupancy standards contained in Section 4 or because their dwelling unit is not habitable shall be grounds for termination of their lease.

## **11.0 COMMUNITY SERVICE REQUIREMENT**

### **11.1 GENERAL**

In order to be eligible for continued occupancy, in HOPE VI developments, each adult family member, age 18 and older, must either:

- (1) Contribute eight hours per month of community service (not including political activities); or
- (2) Participate in an economic self-sufficiency program; or
- (3) Perform eight hours per month of combined activities unless they are exempt from this requirement.

## **11.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(1)(1) or 1614 of the Social Security Act (42 U.S.C. 416(1)(1) and who certify that because of this disability they are unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in paragraph B above.
- D. Family members engaged in work activity.
- E. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program.
- F. Family members receiving assistance, benefits or services under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

## **11.3 NOTIFICATION OF THE REQUIREMENT**

The Oakland Housing Authority shall identify, through the Authority's mainframe computer system, all adult family members who are apparently not exempt from the community service requirement.

The Oakland Housing Authority shall notify by mail all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Oakland Housing Authority may verify such exemptions.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual re-examination on or after July 1, 2001.

For families paying a flat rent, the obligation begins on the date their annual re-examination would have been effective had an annual re-examination taken place. The notification will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual re-examination.

## **11.4 VOLUNTEER OPPORTUNITIES**

Definitions: Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, Work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as a substance abuse or mental health treatment).

Positions: The Oakland Housing Authority will coordinate with social service agencies and other sources in identifying a list of volunteer community service positions.

The Oakland Housing Authority may also create volunteer positions such as resident patrols, site monitoring and litter patrols, and record keeping for volunteers.

## **11.5 THE PROCESS**

At the first annual re-examination on or after July 1, 2001, and each annual re-examination thereafter, the Oakland Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.

- C. Provide information on the Authority's Lifeskills Workshops for training in communications skills.
- D. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- E. Assign family members to a Resident Services Coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The Resident Services Coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- F. Thirty (30) days before the family's next lease anniversary date, the Resident Services Coordinator will advise the Housing Manager, in writing, whether each applicable adult family member is in compliance with the community service requirement. Documentation of the service requirement performance or exemption will be maintained by the Housing Manager in the tenant file.

## **11.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Oakland Housing Authority will notify any family found to be in noncompliance with the community service requirement of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply within 30 days, the lease may not be renewed or may be terminated;

## **11.7 OPPORTUNITY FOR CURE**

The Oakland Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made. Upon completion of the current years required hours, any additional community service hours will be counted toward the non-compliant year's total hours until that obligation is completed.

The Resident Services Coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program or falls behind in their obligation under the agreement to perform community service, the Oakland Housing Authority shall take action to terminate the lease.

## **11.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Oakland Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

## **11.9 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

In implementing the service requirement, the Oakland Housing Authority will comply with all non-discrimination and equal opportunity requirements.

## **12.0 MAINTENANCE PAYBACK AGREEMENTS**

When a resident owes the Oakland Housing Authority maintenance charges and is unable to pay the balance by the due date, the resident may request that the Oakland Housing Authority allow them to enter into a Repayment Agreement. The Oakland Housing Authority has the sole discretion of whether to accept such an agreement. Failure to comply with terms of the Repayment Agreement may subject the resident to eviction procedures. If a resident moves out of the



conventional program before they have repaid their maintenance charges they will not be able to receive subsidized housing in the future until the debt is paid off.

## **13.0 PET POLICY**

### **13.1 GENERAL**

The following policy regarding ownership of pets by public housing residents is in accordance with HUD regulations 24 CFR Part 960 which stipulates specific conditions for ownership of pets in public housing. This regulation states:

“A resident of a dwelling unit in public housing, as that term is used in 24 CFR Part 960.703, may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet:

- (1) Responsibly;
- (2) In accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations; and
- (3) In accordance with the policies established in the public housing agency plan for the agency.”

The following will be enforced by the Oakland Housing Authority in regards to the ownership of pets by residents living in Authority-owned public housing.

### **13.2 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing families with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.

### **13.3 PET AGREEMENT**

Prior to accepting a pet for residency, the resident pet owner must sign a "Pet Agreement" with their Housing Manager. At the time the Pet Agreement is executed, the resident must provide proof of the pet's good health and suitability under the standards set forth under the following "Guidelines."

## **13.4 GUIDELINES**

Residents of Authority-owned public housing are allowed to own one or more common household domestic animals as a pet such as a dog, a cat, birds or fish in accordance with the following guidelines:

### Dogs

- Maximum number – one (1)
- Maximum adult weight – 25 pounds
- Must be housebroken
- Must be spayed or neutered (no pet offspring are allowed)
- Must have all required vaccinations
- Must be licensed
- Must be kept on a leash at all times while outside the unit and not allowed to run free
- Shall not be tied to any fixed object outside the unit such as stairs, fence, etc.
- Pit bulls or any dog cross-bred with a pit bull are not allowed

### Cats

- Maximum number – one (1)
- Maximum adult weight – 20 pounds
- Must be litter box trained
- Must be spayed or neutered (no pet offspring are allowed)
- Must have all required vaccinations

### Birds

- Maximum number – two (2)
- Must be maintained inside a cage at all times

### Fish

- Maximum aquarium size – 20 gallons
- Must be maintained on an approved stand

Pocket Pets (lizard, small snakes (less than 12" long), turtle, mice, hamster, gerbil)

- Maximum number – two (2)
- Must be maintained inside a cage or appropriate container at all times and not allowed to roam free inside or outside the unit.

No other kinds of pets may be kept by residents on Authority – owned public housing sites. Residents may only keep an authorized pet and are not allowed to keep another person's pet. No pet is allowed temporarily on the site with the exception of those assisting the disabled.

## **13.5 PET DEPOSIT**

The resident shall pay a pet deposit of \$250 per unit which shall be made at the time of move-in or at the time the pet is acquired. The Authority will work with each resident to pay the pet deposit in installments if the resident requests to do so.

The pet deposit will be used to pay the cost of repair for damages caused by the pet upon vacancy.

If damages occur requiring repair during tenancy, the resident will be billed and payment will be due the first day of the second month following completion of the repair. For example, if repairs made in January, then the resident's payment is due the first of March.

If no pet-related damages occur, the pet deposit will be refunded when the resident disposes of the pet or moves from the unit. The pet deposit will not be used to pay rent or for repairs not related to the pet.

## **13.6 PET OWNERSHIP RULES**

### **A. Dogs and Cats**

- (1) Pets shall be maintained within the resident's unit. When outside, the pet shall be kept on a leash or in a cage and kept under the control of the resident at all times. Under no circumstance shall any dog or cat be allowed to roam free in any common area or tied to any fixed object outside the unit such as stairs, fence, etc.

- (2) All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic trash bag and placed in a trash bin. Pet waste, including cat litter, shall not be disposed of by flushing down the toilet. Charges for unclogging toilets or clean up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.
- (3) No pet owner shall permit the pet to commit a nuisance in any other part of the exterior or interior common area. The resident pet owner must immediately clean any dirt tracked through the common area, including hallways and stairways, by his/her pet.
- (4) Pet owners shall keep their pets under control at all times. Pet owners assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet and agree to hold the Oakland Housing Authority harmless in such proceedings.
- (5) Resident pet owners agree to control the noise, activity and odor of his/her pet such that does not constitute a nuisance to other residents. Failure to control pet noise, activity and odor may be reported to the SPCA or other appropriate authority and the pet may be removed from the premises at the resident's expense.

Any pet which causes bodily injury to any resident, guest or Authority representative shall immediately and permanently be removed from the premises without prior notification.

- (6) No pet shall be left unattended in any unit for longer than 12 hours.
- (7) All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the SPCA or other appropriate authority and

will be removed from the premises at the pet owner's expense.

- (8) In the event of a resident's sudden illness that leads to incapacity, the resident pet owner agrees that the Oakland Housing Authority shall have discretion with respect to the provision of care to the pet consistent with federal guidelines and at the expense of the resident pet owner unless written instructions with respect to such are provided in advance by the resident to the Housing Manager and all care shall be at the resident's expense.
- (9) The resident pet owner agrees that, in the event of the resident's death, management shall have discretion to dispose of the pet consistent with local SPCA guidelines unless written instructions with respect to such disposal are provided in advance to the rental office.
- (10) Resident pet owners acknowledge that the other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident agrees to exercise common sense and courtesy with respect to other resident's right to peaceful and quiet enjoyment of the premises.
- (11) The Oakland Housing Authority may require the removal of a pet from the premises on a temporary or permanent basis after notification for the following causes:
  - Creation of a nuisance;
  - Excessive pet noise or odor;
  - Unruly or dangerous behavior;
  - Excessive damage to the resident's apartment and/or common areas;
  - Repeated problems with flea infestation or vermin;
  - Failure of the resident to provide for adequate care for a pet;
  - Leaving a pet unattended for more than 12 hours;
  - Failure of the resident to provide adequate and appropriate vaccination of a pet;
  - Resident's serious illness and/or death;
  - Failure to observe any other rule in this policy.

(12) Resident agrees to maintain pet in healthy condition and provide the Oakland Housing Authority with documentation of appropriate license and vaccinations upon move-in of the pet and at each annual re-examination thereafter.

(13) Pet Agreement reviewed annually.

B. Birds

(1) Must be kept in a cage at all times.

(2) Waste must be disposed of in a sealed plastic trash bag and placed in a trash bin.

(3) Noise at a level which disturbs the comfort and peaceful enjoyment of others is not permitted.

C. Fish

(1) The aquarium shall not exceed 20 gallons and shall be placed on an approved stand in a safe location inside the unit.

(2) Water damage to walls, floors or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the pet owner who shall be billed for repair costs.

D. Pocket Pets (lizard, small snakes, turtle, mice, hamster, gerbil)

(1) Must be maintained inside a cage or appropriate container at all times and not be allowed to roam free inside or outside the unit.

## 13.7 NOTIFICATION POLICY

In the event that the resident violates the pet rules, the Oakland Housing Authority shall provide notice of such violation as follows:

A. Creation of a Nuisance

- (1) The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by the Housing Manager and shall be given no more than five (5) days to initiate corrective action depending on circumstances.
- (2) Consistent with local and state ordinances, the Oakland Housing Authority shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the five-day compliance period, depending on circumstances.
- (3) OHA will verify nuisance complaints and resident will be given an opportunity to respond.

B. Dangerous Behavior

- (1) Any pet that physically threatens and/or harms a resident, guest, Authority representative or other person on the premises shall be considered dangerous.
- (2) The Oakland Housing Authority shall provide written notification to the resident pet owner of dangerous behavior and the pet owner shall have no more than five (5) days to correct the animal's behavior or remove the pet from the premises.
- (3) Consistent with local and state ordinances, the Oakland Housing Authority shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct the

dangerous behavior of his/her pet within the five-day compliance period.

- (4) Any pet which causes physical harm to any resident, guest, Authority representative or other person on the premises shall be immediately removed by the Oakland Housing Authority without prior notification.

The resident's signature upon this Pet Agreement shall constitute permission for the Oakland Housing Authority to take action in the vent of bodily harm or injury caused by his/her pet.

## **14.0 TERMINATION**

### **14.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

A public housing lease may be terminated with less than 30-days notice where the health and safety of persons residing in the immediate vicinity of the premises is threatened, and in the case of drug-related crime, violent crime, or any felony conviction. A 14-day notice is still required for cases of nonpayment of rent, a thirty-day notice is required in all other cases (Sec. 575(b) QHWRA).

### **14.2 TERMINATION BY THE HOUSING AUTHORITY**

The Oakland Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement. If they do not voluntarily leave the property, eviction proceedings will begin.

The Oakland Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;



- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Oakland Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Oakland Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **14.3 ABANDONMENT**

The Oakland Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or action an intention not to continue living in the unit.

When a unit has been abandoned, the Oakland Housing Authority will comply with Sections 1980 and 1990 of the California Civil Code.

## **14.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Oakland Housing Authority will return the security deposit within three weeks after the tenant moves or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Oakland Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. Mail with first class postage paid within 18 days.

## **15.0 GRIEVANCE POLICY**

This Grievance Procedure is intended to assure that Oakland Housing Authority tenants are afforded an opportunity for a hearing if the tenant disputes any OHA action or failure to act involving the tenant's lease with the OHA or other OHA rules or regulations which adversely affects the individual tenant's rights, duties, welfare, or status. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes with the Authority management of Commission. Issues of a policy nature may be addressed directly to the Management of the Authority whose decisions may be appealed to the OHA Board of Commissioners. The Board of Commissioners meets monthly and is open to the public. Please contact your District Office for meeting time and location.

### **1. DEFINITIONS**

A. OHA - Housing Authority of the City of Oakland.

B. Tenant - adult person (or persons) (other than a live-in aide):

1. Who resides in the unit, and who executed the lease with the OHA as lessee of the dwelling unit, or if no such person now resides in the unit,
2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

C. Grievance - Except as noted below, any dispute which:

1. a tenant may have with respect to an OHA action or failure to act in accordance with the individual tenant's lease or OHA regulations which

adversely affect the individual tenant's rights, duties, welfare or status, and

2. a tenant declares in writing to be a grievance.

Exclusions:

a. Disputes between tenants.

b. Class grievances.

c. Any grievance concerning a termination of tenancy or eviction that involved:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or

(2) Any drug-related criminal activity on or near such premises.

D. Grievant - Any tenant whose grievance is presented in writing to the OHA office in accordance with 3 and 4a below, and whose dispute is grievable under this procedure (see 2c).

## 2. INFORMAL SETTLEMENT OF GRIEVANCE

Any grievance shall be personally presented within the time specified by written notice from the OHA, or, if no such time is specified, within thirty (30) days of the OHA action or failure to act giving rise to the dispute. The grievance must be presented in writing on a pre-printed form supplied by the OHA or in any other written form chosen by the tenant or orally. The presentation of the grievance shall be made to the OHA district office with jurisdiction for the apartment in which the grievant resides. An attempt will be made to settle the grievance informally, by discussion and without a hearing. A summary of the discussion shall be prepared within five (5) work days. One copy shall be given to the grievant and one retained in OHA's tenant file. The summary shall specify:

A. The names of the participants.

B. Dates of meeting.

- C. The nature of the proposed disposition of the grievance and the specific reason therefore, and
- D. The procedures by which a hearing under paragraph 4 below may be obtained if the grievant is not satisfied.

### 3. OBTAINING A HEARING

#### A. Request for Hearing

The grievant shall submit an oral or written request for a hearing to the district office within ten (10) days after receipt of the summary of discussion pursuant to paragraph 3 above. The written/oral request shall specify:

- (1) The reason for the grievance, and
- (2) The action or relief sought.

The grievance must be stated in terms specifying how the OHA's action or failure to act adversely affects the tenant's rights, duties, welfare, or status in violation of the tenant's lease or other OHA rules or regulations.

#### B. Hearing Officer

Grievances shall be presented before a Hearing Officer appointed by the Executive Director of the OHA. The Hearing Officer may be an officer or employee of the OHA, but shall not be involved in the process of determining whether eviction notices shall be issued in particular cases.

#### C. Failure to Request a Hearing

If the grievant does not request a hearing in accordance with this paragraph, then the disposition of the grievance specified in the summary of the informal discussion under Section 3 above shall become final, provided, that failure to request a hearing shall not constitute a waiver by the grievant of his/her right thereafter to contest the OHA's action in disposing of the grievance in an appropriate judicial proceeding.

#### D. Hearing Prerequisite

All grievances shall be personally presented orally or in writing (on a pre-printed form supplied by the OHA or in any other written form chosen by the tenant) pursuant to the informal procedure prescribed in Section 3

above as a condition precedent to a hearing under this section, provided, that if the grievant shall show good cause why s/he failed to proceed in accordance with Section 3 above to the hearing officer, the provisions of this sub-section may be waived by the hearing officer or hearing panel.

#### E. Escrow Deposit

Before a hearing is scheduled in any grievance involving the amount of rent which the OHA claims is due, the grievant shall pay to the OHA an amount equal to the amount of all the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The grievant shall, thereafter, deposit the same amount of the monthly rent in an independently supervised escrow account monthly until the grievance is resolved by decision of the hearing officer or hearing panel. OHA may require proof that such deposits are being made. Unless this requirement is waived by the OHA, the failure to make such payments shall result in a termination of the grievant's right to grieve under this procedure. Failure to make the above-designated payment shall not constitute a waiver of any right the grievant may have to contest the OHA's disposition of the grievance in an appropriate judicial proceeding.

#### F. Scheduling of Hearings

Upon grievant's compliance with paragraphs a, d, and e of this section, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the grievant and the OHA. A written notification specifying the time, place, and the procedure governing the hearing shall be delivered to the grievant and the appropriate OHA official.

### 4. PROCEDURES GOVERNING THE FORMAL HEARING

The hearing officer shall comply with Part 6, SCOPE OF JURISDICTION OF THE HEARING OFFICER, below.

#### A. Due Process

The grievant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

- (1) The opportunity to examine before the hearing and, at the expense of the grievant, to copy all documents, records, and regulations of the OHA that are relevant to the adverse

action. Any document not so made available after request therefore by the grievant may not be relied on by the OHA at the hearing;

- (2) The right to be represented by counsel or other person chosen as his/her representative;
- (3) The right to a private or public hearing according to the grievant's preference;
- (4) The right to present evidence and arguments in support of his/he grievance, to controvert evidence relied on by the OHA, and to confront and cross-examine all witnesses on whose testimony or information the OHA relies; and
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

B. Prior Determination on the Same Issue is Binding

The hearing officer may render a decision without proceeding with a hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

C. Failure to Appear

If the grievant or the OHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) work days or may make a determination that the party has waived his/her right to a hearing. Both the grievant and the OHA shall be notified of the determination by the hearing officer or hearing panel, provided that a determination that the grievant has waived his/her right to a hearing shall not constitute a waiver of any right the grievant may have to contest the OHA's disposition of the grievance in an appropriate judicial proceeding.

- D. The grievant or the OHA may arrange, in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested person not a party to the grievance may purchase a copy of such transcript with all names and identifying references deleted.

5. SCOPE OF JURISDICTION OF THE HEARING OFFICER

A. The grievant must first make a showing of entitlement to the relief sought and thereafter the OHA must sustain the burden of justifying the OHA action or failure to act against which the grievance is directed.

B. The relief sought by the grievant must be relevant to the aggrieved act or failure to act and must not be inconsistent with:

(1) Local, State, or Federal law;

(2) Tenant's lease;

(3) OHA rules or regulations;

(4) The OHA's Annual Contributions Contract with the Federal Government; or

(5) Federal regulations applicable to OHA.

C. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the OHA, the grievant, council, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to remain orderly may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

D. The hearing officer will conduct a hearing in order to determine whether the OHA's action or failure to act is consistent with the tenant's lease with the OHA or with other applicable OHA rules or regulations, and whether the OHA is justified in proceeding with its action.

## 6. DECISION OF THE HEARING OFFICER

A. The hearing officer shall prepare a written decision together with the reasons therefore, within five (5) work days after the hearing. A copy of the decision shall be sent to the grievant and the OHA. The OHA shall retain a copy of the decision in the tenant's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the OHA and made available for inspection by a prospective grievant, his/her representative, or the hearing officer.

B. The decision of the hearing officer in favor of the grievant must specify which provision of the tenant's lease or other regulation has been violated. The remedy granted by the hearing officer may not violate:

- (1) Local, State, or Federal law;
- (2) Tenant's lease;
- (3) OHA rules or regulations;
- (4) The OHA's Annual Contributions Contract with the Federal Government; or
- (5) Federal regulations applicable to the OHA.

C. The decision of the hearing officer shall be binding on the OHA which shall take all actions or refrain from any action, necessary to carry out the decision unless the OHA Board of Commissioners determines within a reasonable time and promptly notifies the grievant of its determination that

- (1) The grievance does not concern OHA action or failure to act in accordance with or involving the grievant's lease or OHA regulations, which adversely affect the grievant's rights, duties, welfare or status;
- (2) The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the OHA.

D. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the OHA or which denies the relief requested by the grievant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the grievant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter. (In other words, if the tenant loses, he or she can still go to court.)

## 7. OHA EVICTION ACTIONS

If a tenant has requested a hearing in accordance with Section 4 above on a complaint involving an OHA Notice of Termination of Tenancy, and the hearing officer upholds the OHA's action to terminate the tenancy, the OHA may commence an appropriate eviction action against him/her and s/he may be



required to pay court costs and attorney fees if the tenant fails to vacate the unit immediately.

## 16.0 GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim re-examinations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100).

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based (24 CFR 5.611).

**Admission:** The point when the family becomes a participant in the program.

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation), allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

**Annual Income:** all amounts, monetary or not, that:

- A. Go to (or on behalf of) family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
- C. Are not specifically excluded from annual income. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access (1937 Housing Act; 24 CFR 5.509).

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program (24 CFR 5.403).

**Assets:** The value of equity in savings, checking, IRA, and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets (Also see “net family assets.”)

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income (See “imputed asset income” below.)

**Certification:** The examination of a household’s income, expenses, and family composition to determine the family’s eligibility for program participation and to calculate the family share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age (24C FR 5.504(b)).

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income (24 CFR 5.603(d)).

**Citizen:** A citizen or national of the United States (24 CFR 5.504(b)).

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits (24 CFR 5.214).

**Contract Rent:** “Contract Rent” means the rent charged a tenant for the use of the dwelling accommodation and equipment, services, and reasonable amounts of utilities determined in accordance with the Authority’s schedule of allowances for utilities supplied by the Authority. Contract rent does not

include charges for utility consumption in excess of the Authority's schedule of allowances for utility consumption or other miscellaneous charges.

**Decent, Safe. And Sanitary:** Housing is decent, safe and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development (HUD).

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student (24 CFR 5.603(d)).

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source (24 CFR 5.503(d)).

**Disabled Family:** a family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides (24CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "Person with Disabilities.

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug trafficking:** The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides (24 CFR 5.403).

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** a person who is at least 62 years of age (1937 Housing Act).

**Emancipated Minor:** A person under the age of 18 years is an emancipated minor if any of the following conditions are satisfied (California Civil Code, Section 7002):

- (a) The person has entered into a valid marriage, whether or not the marriage has been dissolved.
- (b) The person is on active duty with the armed forces of the United States.
- (c) The person has received a declaration of emancipation pursuant to Section 7122 of the California Civil Code.

**Extremely Low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42U.S.C. 3601 et seq.). (25 CFR5.100).

**Family:** "Family" means (1) two or more adult persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship, (2) a single person 62 years of age or over, (3) a single disabled person, (4) the remaining member of a tenant family, (5) single persons who otherwise are eligible, and (6) any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. There may also be considered as part of a family other persons who will live regularly as a part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family. The definition of "Family" does not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family.

**Family Income:** "Family Income" means adjusted income as defined in the Federal Regulations dated May 21, 1984, page 21485 and attached hereto as Appendix 4.

**Family Members:** Family members include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the form HUD 50058.

**Family of Veteran:** A "Family" as defined above that includes a "Veteran" as either:

- A. A current member sharing residency, or
- B. A deceased member, or
- C. A permanently absent member because of hospitalization, separation, desertion, or divorce, provided that, (1) if the veteran or serviceperson was the head of the household, as appropriate, has not remarried, and (2) the family contains one or more persons for whose support s/he is legally responsible.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services (24 CFR 984.103(b)).

**Family Unit Size:** The appropriate number of bedrooms for a family as determined by housing authority standards.

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree (24 CFR 5.603(d)).

**Gross Rent:** "Gross Rent" means contract rent plus the Authority's estimate of the cost to the tenant of reasonable quantities of utilities determined in

accordance with the Authority's schedule of allowances for such utilities, where such utilities are purchased by the tenant and not included in the contract rent.

**Hate Crime:** "Hate Crime" means actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

The Authority must determine that the hate crime involved occurred recently or is of a continuing nature. The Authority will require appropriate documentation for verification purposes.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent (24 CFR 5.504(b)).

**Housing Quality Standards (HQS):** HUD's minimum quality standards for housing.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD - specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis). Providers of in-kind payments must provide notarized documentation to support payment.

**Interim (examination):** A re-examination of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a re-examination.

**Lease:** A written agreement between the housing authority and tenant for the leasing of a dwelling unit to the tenant.

**Live-In Aide:** A person who resides with one or more elderly persons., near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of he persons;

- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403(b)).

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes (1937 Act).

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, transportation for medical purposes.

**Minimum Rent:** A payment of at least \$25.00 plus utilities.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status (24 CFR 5.504(b)).

**Monthly Adjusted Income:** One twelfth of adjusted income (24 CFR 5.603(d)).

**Monthly Income:** One twelfth of annual income (24 CFR 5.6039(d)).

**Multi-generational Family:** Family comprised of various generations who may or may not be related by blood.

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory.

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides (24 CFR 5.403(b)).



## **Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposition of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust funds shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms (24 CFR 5.603(d)).

**Non-Citizen:** A person who is neither a citizen nor national of the United States (24 CFR 5.504(b)).

**Non-Citizens Rule:** Effective June 19, 1995, applicants for federal housing assistance must be United States citizens, nationals, or certain categories of eligible non-citizens. Evidence of eligible immigration status must be submitted at application, re-exam, or if evidence of eligible immigration status is not evident, persons are only required to submit evidence of eligible immigration status one time during continuously assisted occupancy.

**Occupancy Standards:** To avoid overcrowding or wasted space, dwellings are to be assigned in accordance with the minimum and maximum standards set forth in Section four (4) of the Occupancy Policy. When it is found that the size of the dwelling is no longer suitable for the family, in accordance with these standards, the family will be required to move to a dwelling of appropriate size. These minimum and maximum standards may be waived when necessary to

make temporary use of available vacant units or to house families in urgent need.

**Participant (participant family):** A family that has been admitted to the Authority's program and is currently assisted in the program.

**Person with Disabilities:** A person who:

- A. Has a disability is defined in Section 223 of the Social Security Act, which states:  
  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or  
  
In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period time."
- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - (1) Is expected to be of long-continued and indefinite duration;
  - (2) Substantially impedes his or her ability to live independently; and
  - (3) Is of such a nature that such ability could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and bill of Rights Act, which states:  
  
"Severe chronic disability that:
  - (1) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - (2) Is manifested before the person attains age 22;

- (3) Is likely to continue indefinitely;
- (4) Results in substantial functional limitations in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome (1937 Act).

No individual shall be considered to be a person with disabilities for purposes of Eligibility solely based on any drug or alcohol dependence.

**Premises:** The building or complex in which the dwelling is located, including common areas and grounds.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proration of family members in a mixed family who are eligible for assistance (24 CFR 5.520).

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act (24 CFR 5.100).

**Recertification:** The annual re-examination of a family's income, expenses, and composition to determine the family's rent, appropriate unit size, and continued occupancy.

**Remaining member of a Tenant Family:** a member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left (Handbook 7565.1 REV-2,3-5b).

**Rent:** "Rent" means gross rent as defined in the glossary.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable source of income, expenses, or family composition.

Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Self-Sufficiency Incentive:** The OHA will not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date which the employment is commenced in accordance with federal regulations (See Appendix 5).

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person.

**Spouse:** "spouse" means the husband or wife of the head of household.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of labor to be as effective and timely in providing employment-related income and eligibility information (24 CFR 5.214).

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit (24 CFR 5.504(b)).

**Tenant Rent:** The amount available monthly by the family as rent to the Authority. Where all utilities except telephone) and other essential housing services as supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance (24 CFR 5.603(d)).

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Family Income:** "Total Family Income" is "Annual Income" as defined by Federal Regulations and is attached hereto as Appendix 3.

**Utilities:** "Utilities" means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewage services. Telephone service and cable television are not included as a utility.

**Utility Allowance;** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, the utility allowance is an amount equal to the estimate made by the Authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment (34 CFR 5.603).

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable exceeds the total tenant payment for the family occupying the unit.

**Verification:** The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status e.g., employers, public assistance agency staff, doctors).

The three types of verification are:

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
- (2) Documentation, such as a copy of a birth certificate or bank statement.
- (3) Family certification or declaration (only used when third-party or documentation verification is not available).

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply (1937 Act).

**Veteran:** "Veteran" means a person who has served in the active military service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violent Criminal Activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments (24 CFR 5.603(d)).

## **16.0      ACRONYMS**

CFR	Code of Federal Regulations
FSS	Family Self-Sufficiency (Program)
HA	Housing Authority
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	National Affordable Housing Act (Cranston-Gonzalez)
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration

## APPENDIX 1

### Income Limits for Public Housing

02/06/02

HOUSEHOLD SIZE	VERY LOW INCOME	LOW INCOME
1 PERSON	\$26,100	\$40,600
2 PERSON	\$29,800	\$46,400
3 PERSON	\$33,550	\$52,200
4 PERSON	\$37,250	\$58,000
5 PERSON	\$40,250	\$62,650
6 PERSON	\$43,200	\$67,300
7 PERSON	\$46,200	\$71,900
8 PERSON	\$49,150	\$76,550



## **APPENDIX 2**

### **Sites Designated as Senior-Only**

The following Oakland Housing Authority sites have been designated for seniors (62 years of age or older):

- Oak Grove North
- Oak Grove South
- Adel Court
- Palo Vista Gardens
- 1621 Harrison Street

No residents will be relocated as part of this designation. Near-elderly residents (50 years of age or older) may be placed at elderly-designated sites at the discretion of the Oakland Housing Authority.

Disabled applicants, who are not elderly, will be offered housing in family developments.

## APPENDIX 3

### Definition of Annual Income and Income Exclusions

Sec. 5.609 Annual Income.

- (a) Annual income means all amounts, monetary or not, which:
  - (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
  - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - (3) Which are not specifically excluded in paragraph (c) of this section.
  - (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- (b) Annual income includes, but is not limited to:
  - (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
  - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
  - (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for

- the delayed start of a periodic amount (except as provided in paragraph (c) (14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay (except as provided in paragraph (c) (3) of this section);
  - (6) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - (ii) The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b) (6) (ii) shall be the amount resulting from one application of the percentage;
  - (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
  - (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c) (7) of this section).
- (c) Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;
  - (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
  - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b) (5) of this section);
  - (4) Amounts received by the families that are specifically for or in reimbursement of, the cost of medical expenses for any family member;
  - (5) Income of a live-in aide, as defined in Sec. 5.403;
  - (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
  - (7) The special pays to a family member serving in the Armed Forces who is exposed to hostile fire;

- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
  - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) For public housing only:
  - (i) The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period.

- apply:
- (ii) For purposes of this paragraph, the following definitions
- government;
- and
- (A) Comparable Federal, State or local law means a program providing employment training and supportive services that –
    - (1) Is authorized by a Federal, State or local law;
    - (2) Is funded by the Federal, State or local
    - (3) Is operated or administered by a public agency;
    - (4) Has as its objective to assist participants in acquiring employment skills.
  - (B) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - (C) Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;
- (14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

- (d) For public housing only. In addition to the exclusions from annual income covered in paragraph (c) of this section, a PHA may adopt additional exclusions for earned income pursuant to an established written policy.

The Oakland Housing Authority's policy regarding additional exclusions from annual income can be found in Appendix 3 and Section 7.3 of the *Admissions and Continued Occupancy Policy* "Self-Sufficiency Incentives."

Amendment of Sec. 5.609 per Federal Register / Vol. 64, No. 83 / Friday,  
April 30, 1999 / Proposed Rules  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 24 CFR Parts 5, 960,  
966, and 984 [Docket No. FR-4485-P-01]  
Changes to Admission and Occupancy Requirement in the Public Housing and  
Section 8 Housing Assistance Programs

Amend § 5.609 as follows:

- a. Redesignate the introductory text of existing paragraph (b) (6) except heading as paragraph (b) (6) (ii) and redesignate existing paragraph (b) (6) (i) and (ii) as paragraphs (b) (6) (ii) (A) and (B).
- b. Add, after the heading of paragraph (b) (6), a new paragraph (i) to read as follows: \* \* \* \* \* (b) \* \* \*  
(6) \* \* \* (i) The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
- c. Remove paragraphs (c) (1) and (c) (13) and renumber the remaining paragraphs as (c) (1) through (15).
- d. Remove paragraph (d) and redesignate paragraph (e) as paragraph (d).

## APPENDIX 4

### Definition of Adjusted Income

#### § 5.611 Adjusted income.

Adjusted income means annual income (as determined by the PHA) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions.* In determining adjusted income, a PHA must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
  - (i) Unreimbursed medical expenses of any elderly family or disabled family; and
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed;
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and
- (5) The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

(b) *Permissive deductions—for public housing only.* A PHA may establish other deductions from annual income. The PHA must identify these deductions in its written policies and must grant them to every family who qualifies.

## APPENDIX 5

### Self-Sufficiency Incentive – Limit to Rent Increases

#### **§ 5.612 Self-Sufficiency incentives– applicable to public housing only.**

(a) Limit on rent increases. The PHA must not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date on which the employment is commenced. Eligible families are those that reside in public housing:

(1) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years. For purposes of this section, "previously unemployed" includes a person who has earned, in the previous twelve months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

(2) Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or

(3) Who is or was, within 6 months, assisted under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency, and whose earned income increases.

(b) Phase-in of rent increases. Upon expiration of the 12-month period described in paragraph (a) of this section, the rent payable by a family may be increased due to continued employment of a family member except that for the 12-month period following expiration of the 12 month disallowance, the increase may not be greater than 50 percent of the amount of the total rent increase.

(c) Individual Savings Accounts. As an

alternative to the disallowance of earned income described in paragraph (a) of this section or the phase-in of rent increase described in paragraph (b) of this section, a PHA may provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:

(1) The PHA must advise the family that the savings account option is available;

(2) At the option of the family, the PHA must deposit in the savings account an amount equal to the total amount that otherwise would have been applied to the family's rent payment as a result of employment;

(3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

(i) Purchasing a home;

(ii) Paying education costs of family members;

(iii) Moving out of public or assisted housing; or

(iv) Paying any other expense authorized by the PHA for the purpose of promoting the economic self-sufficiency of residents of public housing.

(4) The PHA must maintain the account in an interest bearing investment and must credit the family with the interest income; and

(5) At least annually the PHA must provide the family with a report on the status of the account.

(6) The PHA must provide that any balance in such an account when the family moves out is the property of the family unless the family is not in compliance with the lease.



## APPENDIX 6

### PET AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Oakland Housing Authority, Owner, and \_\_\_\_\_, Resident, in consideration of their mutual promises, agree as follows:

1. Resident desires and has received permission from the Housing Manager to keep the following pet(s):

Name of Pet(s):

Type:

Breed:

Color:

Age:

City License No.:

Date of Last Rabies Shot:

2. This Agreement is an Addendum to and part of the Lease Agreement between the Oakland Housing Authority and the Resident. In the event of default by Resident of any other terms of this Agreement, Resident agrees, upon proper written notice of default from the Oakland Housing Authority, to cure the default, remove the pet or vacate the premises. Resident agrees that the Oakland Housing Authority may revoke permission to keep the pet on the premises by giving Resident proper written notice.
3. As a special security deposit, Resident agrees to pay the Oakland Housing Authority the sum of \$250, payable upon execution of this Agreement. The Authority will work with each resident to pay the pet deposit in installments if the resident requests to do so. The Oakland Housing Authority may use from such amount as is reasonably necessary to take care of any damages or cleaning caused by or in connection with the pet. At the termination of this Agreement, any balance shall be added to the Lease Agreement security deposit, and disbursed thereafter, as required by law. Resident agrees to pay the Oakland Housing Authority for any damages or costs caused by the pet in excess of the security deposit.
4. Resident agrees to comply with:
  - The Health and Safety Code;
  - All other applicable governmental laws and regulations such as, but not limited to, licensing, etc.;
  - Oakland Housing Authority Pet Policy
5. Resident represents that the pet is quiet and housebroken, and will not cause any damage or annoy other residents.
6. Resident agrees that the pet will not be permitted outside the Resident's unit, unless restrained by a leash or in a cage. Use of the grounds or premises for sanitary purposes is strictly prohibited.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way inconvenience or cause complaints from any other resident. Any pet waste shall immediately be removed by the Resident and disposed of properly.
8. Resident agrees to remedy any emergency situations involving the pet within 24 hours (i.e., attack by the pet on an Authority representative, another resident, guest or other person on the premise) and any nuisance situations within 5 days.
9. Resident will be financially responsible for any flea or other infestation that affects his/her unit or adjacent units as a result of the pet.
10. Any pet left unattended for 12 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purpose of the Oakland Housing Authority's right to enter the Resident's unit to allow such authority to remove the animal from the premises. The Oakland Housing Authority accepts no responsibility for any pet so removed.
11. Resident agrees to maintain pet in healthy condition and provide the Oakland Housing Authority with documentation of appropriate license and vaccinations upon move-in of the pet and at each annual reexamination thereafter.
12. Resident agrees to indemnify, defend, and hold harmless the Oakland Housing Authority from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's pet.
13. Resident has read and agrees to comply with the Pet Policy of the Oakland Housing Authority, which is herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Oakland Housing Authority.

I have read and understand the Pet Policy of the Oakland Housing Authority and agree to comply fully with the provisions. I understand that failure to comply with the Policy may constitute reason for removal of my pet(s). When required by the Oakland Housing Authority to remove my pet from the premises, I agree to effect such removal and understand that my failure to do so shall constitute grounds for eviction.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Client Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Housing Manager: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 7

### Schedule of Flat Rents

**Modernized and Well-Conditioned  
Sites Flat Rents**

Bedroom Size	Rent Rates
0	\$609
1	\$704
2	\$895
3	\$1,134
4	\$1,229
5	\$1,406

**Non-Modernized Sites  
Flat Rents**

Bedroom Size	Rent Rates
0	\$487
1	\$563
2	\$716
3	\$907
4	\$983
5	\$1,125

## APPENDIX 8

### Schedule of Allowances for Tenant Purchased Utilities

<b><u>STANDARD ALLOWANCES</u></b>								
<b>Apartments</b>	<b>End-use</b>	<b>Utility</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>C</b>	Cooking	Gas		4	5	6	6	7
		Electric	4	5	5	6	7	7
<b>S</b>	Space Heating	Gas		10	12	13	15	15
		Electric		12	15	18	20	22
<b>H</b>	Hot Water	Gas		5	8	10	14	18
<b>L</b>	Electric (standard lights)	Electric		20	24	32	40	48
<b>Houses<sup>2</sup></b>								
<b>SX</b>	Space Heating	Gas				25		
<b>LX</b>	Electric (standard lights)	Electric				36		
<b><u>ENERGY EFFICIENT ALLOWANCES</u></b>								
<b>Apartments</b>		<b>Utility</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>E</b>	Space Heating	Gas		9	11	12	13	13
<b>F</b>	Electric (efficient lights)	Electric		18	22	29	36	44
<b>Senior Sites<sup>3</sup></b>								
<b>R</b>	Electric	Electric	12	16	19			

- Notes: 1. Dollar allowances are based on PG&E CARE rates.  
 2. Houses have higher lighting & heating allowances.  
 3. Senior sites were provided with energy efficient refrigerators & energy efficient lights (included in Code R)

Name of Household
Address of Unit
No. of Bedrooms

	<b>End Use</b>	<b>Per Month Cost</b>
<b>C</b>	Cooking	_____
<b>S/SX</b>	Space Heating	_____
<b>H</b>	Hot Water	_____
<b>L/LX</b>	Electric (other)	_____
<b>E</b>	Space (efficient)	_____
<b>F</b>	Electric (efficient)	_____
<b>R</b>	Electric (senior sites)	_____

**Tenant Supplied Stove** \$4.00

Housing Manager \_\_\_\_\_ Date \_\_\_\_\_

**Total** \$ \_\_\_\_\_

## APPENDIX 9

### Fair Housing and Equal Opportunity Citations

1. It is the policy of the Oakland Housing Authority (OHA) to comply with all laws relating to Civil Rights, including but not limited to:
  - Title VI of the Civil rights Act of 1964 (24 CFR Part I)
  - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments act of 1988( (24 CFR Part 100)
  - Executive Order 11063, Section 504 of the rehabilitation Act of 1973 (24 CFR Part 8)
  - The Age Discrimination Act of 1975 (24 CFR Part 146)
  - Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing amendments govern) Title II deals with common areas and public space, not living units.)
  - Any applicable State laws or local ordinances, and
  - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted (24 CFR 960.203).
2. OHA shall not discriminate because of race, color, national origin, gender, sexual orientation, religion, familial status, or disability, in the leasing, rental, or other disposition of housing or related facilities including land, that is part of any project or projects under the jurisdiction of the OHA covered by a contract for annual contributions under the United States Housing act of 1937, as amended, or in the use of occupancy thereof (24 CFR 100.5).
3. OHA shall not, on account of race, color, national origin, sex, religion, familial status or disability treat any family or person in the manner described below:
  - (a) Deny anyone the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;
  - (b) Provide anyone housing that is different from that provided others<sup>1</sup>
  - (c) Subject anyone to segregation or disparate treatment;

---

<sup>1</sup> OHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>
  - (f) Deny anyone access to the same level of service<sup>3</sup>, or
  - (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. OHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine (24 CFR 960.205)).
5. OHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all in accordance with Section 504, and the Fair Housing Amendments Act of 1988; OHA will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24 and 8.25) and make reasonable accommodations in its procedures or practices (24 CFR 100.204) to permit people with disabilities to take full advantage of the OHA's housing (program and non-housing programs).
- (a) In making reasonable accommodations or structural modifications to existing housing programs (24 CFR 8.24) or in carrying out Other Alterations; (24 CFR 8.23(b)) for otherwise qualified persons with disabilities, OHA is not required to:
- Make each of its existing facilities accessible (24 CFR 8.249a)(1)); or make structural alterations when other methods can be demonstrated to achieve the same effect (24 CFR 8.24(b));
  - Make structural alteration that require the removal or altering of a load-bearing structural member (24 CFR 8.32(c));
  - Provide an elevator in any multifamily housing solely for the purpose of locating accessible units above or below the grade level (24 CFR 8.26);

---

<sup>2</sup> Except that OHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect OHA's screening or eligibility standards, but it might require OHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> The requirement applies to services provided by OHA and services provided by others with OHA's permission on public housing property. Thus, a health-screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

- Take any action that would result in a fundamental alteration in the nature of the program (24 CFR 8.24(a)(2) or;
- Take any action that would result in an undue financial and administrative burden on the Authority (24 CFR 8.24(a)(2)).

(b) When the OHA is making substantial alterations defined in 24 CFR 8.23 as

Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility to an existing housing facility OHA is not required to:

- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24 CFR 8.26);
- Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32(c) or
- Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structurally impracticability is defined as: Changes having the likelihood of being accomplished without removing or altering a load-bearing structural member and/or facility involved (24 CFR 8.32(c) and 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)).



# OAKLAND HOUSING AUTHORITY

## SECTION 8

### Administrative Plan

FY 2006

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## **SECTION 8 ADMINISTRATIVE PLAN**

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### **1.0 EQUAL OPPORTUNITY**

#### ***1.1 FAIR HOUSING***

It is the policy of the Oakland Housing Authority (OHA) to fully comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as defined by applicable law.

Accordingly, OHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist families in completing the forms, if requested. The address of the nearest Department of Housing and Urban Development (HUD) office of Fair Housing and Equal Opportunity will also be provided.

#### ***1.2 REASONABLE ACCOMMODATION***

Any applicant or participant household with one or more persons with disabilities may request a reasonable accommodation to any of the Housing Authority's rules, policies, practices or services in order to take full advantage of the programs and services offered by the Agency. For a definition of a "Person with Disabilities" please refer to the Glossary Section of this policy.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

#### ***1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS***

The Authority will utilize the Language Line phone service to conduct in-office interpretation if a multilingual staff person is not available to provide services in the appropriate language to families with limited English proficiency. The Authority will translate key program documents as determined appropriate.

At the least, the Authority will publish outreach and application materials for Wait List openings in any languages required by the City and in any additional languages. The Authority will publish outreach and application materials in additional languages based on consultation with the City's Language Access staff, local community based organizations and an analysis of Census data. The Authority will utilize local nonprofits

and service providers, as well as print, radio and television media to ensure that information on Wait List openings reaches as many limited English proficient persons as possible.

#### **1.4 OUTREACH**

OHA is committed to providing safe and decent housing to all eligible individuals and families. Community outreach, during the open application period, is a means of ensuring unrestricted participation.

In order for eligible families to be aware of the various public housing programs and availability, the Authority will publish advertisements in newspapers of general circulation, ethnic and gender focused publications, and other appropriate resources.

Further, OHA will distribute fact sheets to the broadcasting media and initiate personal contacts with news media. Public service announcements will also be utilized.

The status of housing availability may be shared with other community service providers to inform them of eligibility requirements and guidelines so that proper referrals to the Authority will be made.

#### **1.5 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. This notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

#### **1.6 INFORMATION AVAILABLE FOR REVIEW**

The Oakland Housing Authority, upon request will make the following information available for review at each of its Section 8 offices:

- A. The Section 8 Administrative Plan
- B. Oakland Housing Authority's Family Self Sufficiency Plan
- C. Procedure for Requesting an Informal Review
- D. Sample Lease and Housing Assistance Payments (HAP) Contract



The Oakland Housing Authority will post in each of its Section 8 offices, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Notice of the status of the waiting list (opened or closed)
- B. Address of all Oakland Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- C. Income Limits for Admission
- D. Fair Housing Poster
- E. Equal Opportunity in Employment Poster

## **2.0 ELIGIBILITY FOR ADMISSION**

### **2.1 APPLICATIONS**

Applications are taken to compile a waiting list. The Oakland Housing Authority will open its waiting list to new applicants when its existing list has decreased to twelve months worth of applicants based on current unit availability, program turnover and HUD funding. Applications will be accepted for a pre-determined period of time. Prior to the opening of the Section 8 Waiting List, the Housing Authority will advertise through public notices and advertisements in the Local section of several newspapers that serve its jurisdiction. The Housing Authority may also use various media groups. The notices will contain:

- A. The dates, times and locations where families may obtain applications.
- B. The method by which families may apply
- C. The method by which families may be chosen for the wait list
- D. The program for which applications will be taken
- E. Limitations (who may apply)
- F. Income limits
- G. The application deadline

To ensure maximum access for all applications will be made available at numerous locations throughout the city of Oakland. Applications may also be available outside of Oakland as a reasonable accommodation for persons with disabilities. The application will include:

- A. The program for which applications will be taken
- B. Limitations
- C. Selection Criteria
- D. Income limits
- E. Instructions for completing the application
- F. The deadline by which to apply
- G. The location to submit applications
- H. Description of the lottery
- I. Any special provisions

#### **LIMITS ON WHOM MAY APPLY**

When the list is open, applications will be accepted from any family who wishes to be placed on the list. However to ensure that each family has an equal chance, applications will be screened prior to entry to ensure there is no duplication of application. The original application will remain in the lottery, while duplicate applications will be deleted.

## SELF-CERTIFICATION/VERIFICATION

Information regarding an applicant's income-eligibility and qualification for any of the Housing Authority's preferences is self-certified on the lottery application. Actual verification of an applicant family and screening will not be conducted until the family is at the top of the Housing Authority's list.

## LOTTERY PROCESS

The Housing Authority's lottery placement on the Section 8 waiting list will be conducted as follows:

- A. Applications will be screened based on Applicant Name, Social Security Number and Household Address to avoid duplicates. Duplicates will be destroyed.
- B. Notices will be sent to all eligible and ineligible applicants.
- C. A computerized sort will select 5,000 applicants in the lottery.
- D. The selected 5,000 will be sorted onto the Housing Authority's Section 8 Waiting List

## NOTIFICATION OF APPLICATION STATUS

The Housing Authority will provide applicants with the following written notices:

- A. Receipt of Application
- B. Ineligible and Eligible
- C. Selected and not selected in lottery

## SECOND LOTTERY

The Housing Authority will retain applicant information received for up to two years and reserves the right to hold a second Lottery amongst qualified individuals within that time frame.

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be distributed and accepted in a manner as specified in the public notice.

Completed applications will be accepted from all applicants such as indicated in the public notice.

## 2.2 **ELIGIBILITY REQUIREMENTS**

There are five eligibility requirements for admission to Section 8: 1) qualifies as a family; 2) has an income within the income limits; 3) meets citizenship/eligible immigrant criteria 4) provides documentation of Social Security Numbers; and 5) signs consent authorization documents.

## 2.3 **ELIGIBILITY CRITERIA**

### A. Family status.

#### 1. **"Family"** means:

- (1) one or more adult persons with a child or children; or*
- (2) two or more adult persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship; or*
- (3) a single person 62 years of age or over; or*
- (4) a single person with disabilities; or*
- (5) the remaining member of a tenant family; or*
- (6) single persons who otherwise are eligible; or*
- (7) any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.*

There may also be considered as part of a family other persons who will live regularly as a part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family. The definition of "Family" does not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family** means:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family** means:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family** means:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **live-in aide** means:

A live-in aide is a person who resides in a family's unit in order to provide care for a household member who is a person with disabilities or who is over 50, and who:

- i. Is determined to be essential to the care and well-being of the person;
- ii. Is not obligated for the support of the person; and
- iii. Would not be living in the unit except to provide necessary supportive services.

A qualified care-provider's certification is required as verification of the necessity for a live-in aide. The qualified care-provider's certification must

demonstrate that a live-in aide is necessary and that the family would not be equally well served by a home health care service or a care provider who does not live in the unit. The necessity of a live-in aide shall be subject to re-verification as determined by the Housing Authority at any subsequent recertification of eligibility.

In instances where the family receives payments from Social Services through the In Home Supportive Services (IHSS) program, the live-in aide reported to the Housing Authority must be the same person on record with IHSS.

Relatives may be live-in aides if they meet the above standards. A relative who chooses to be a live-in aide will not be treated as a “regular” member of the household, but instead will be treated as all live-in aides. A live-in aide is treated differently than other household members:

- i. Income of the live-in aide is not be counted for purposes of determining eligibility or the level of assistance;
- ii. Live-in aides are not subject to Non-Citizen Rule requirements.
- iii. Live-in aides may not be considered as a remaining member of the tenant family.

The live-in aide’s qualification for housing occupancy terminates when the individual needing the supportive services leaves the unit or fails to qualify for continued occupancy. The live-in aide does not qualify for continued occupancy as a remaining member of the tenant family, even if they are related by blood, marriage or operation of law.

A live-in aide’s family members may reside in the unit provided the following conditions are met:

- i. The subsidy size is not increased; and
- ii. The presence of the live-in aide’s family does not overcrowd the unit.

#### B. Income eligibility

- 1. To be eligible to receive assistance a family, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
  - a. A very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;

- c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
  3. The applicable income limit for issuance of a Section 8 Voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at the time of admission to the program.
  4. Families who are moving into the Oakland Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet Oakland Housing Authority's income limits.
  5. Families who are moving into the Oakland Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Oakland Housing Authority program.
  6. Income limit restrictions do not apply to families transferring units within the Oakland Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980

(see 42 U.S.C. 1436a(a)).

#### Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 7.8(F) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

#### D. Employee Applicants/Clients

An employee of the Authority or a relative of an OHA employee who is also a client is entitled to the same rights and shall be expected to satisfy the same requirements as any other client with similar status.

Employee relative is defined as the employee's mother or father, stepmother or stepfather, sister or brother (including half-brother or half-sister or stepbrother or stepsister), spouse, child (including adopted and stepchild), grandparents (including step grandparents), mother-in-law and father-in-law.

No employee shall handle matters related to his/her own case or to the case(s) of member(s) of his/her family.

In order to ensure that the Authority is made aware each time an employee or a relative of an employee applies for housing, each applicant shall be required to declare whether he/she is an OHA employee or is related to an OHA employee. This declaration shall be made on a form prescribed by the Chief of Eligibility.

Anytime action is taken or a decision is made which affects the client status of an OHA employee or a relative of an OHA employee in any way, all related paperwork must be received and signed by the Department Director or his/her assigned designee before the action or decision becomes effective.

Each initial determination of eligibility and each selection to a program of an OHA employee or a relative of an OHA employee shall be forwarded to the Executive Director for review and final approval. The Department Director's certification shall accompany the file to the Executive Director/Deputy Executive Director. The certification shall state that all determinations and actions taken



have been reviewed by the Department Director and are in accordance with all applicable policies and procedures.

## **2.4 SUITABILITY/CRIMINAL BACKGROUND CHECK**

Suitability for tenancy. The Oakland Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Oakland Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the applicant has lived outside the local area, the Oakland Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Oakland Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Denial of assistance to an applicant is subject to the informal review process described in sections 2.6 and 2.7 of this chapter. The Oakland Housing Authority's Police Department will conduct all Informal Reviews for applicants who are denied assistance due to criminal background checks.

The Oakland Housing Authority will provide the following information about program participants to owners when a Request for Tenancy is submitted:

- A. A participant's current address as shown in Agency records;
- B. A participant's prior address as shown in Agency records; and
- C. The name and address, if known, of the landlord at the participant's current and prior addresses.

Upon request, the Oakland Housing Authority will provide only the following information about program participants to owners:

- A. Any damage claim amounts paid by the Authority on behalf of participants in the past five years; and
- B. A listing of any evictions of the family in the past five years. These will be listed only if there is a copy of the judgment in the Authority's files.

Every Section 8 applicant who attends a program briefing will be informed of this policy. The Oakland Housing Authority will give the same types of information to all owners and for all families.

Additional screening is the responsibility of the owner.

## **2.5     *****GROUND***** *****DENIAL*******

The Oakland Housing Authority must deny assistance for any of the following grounds:

- A.     The family has been evicted from housing assisted under the program for a serious violation of the lease;
- B.     If any member of the family fails to sign and submit consent forms allowing the Oakland Housing Authority to obtain wage and income information in accordance with HUD regulations at 24 CFR 5, subparts B and F addressing housing authority's ability to gather family income, wage and expense information;
- C.     If the family fails to submit required evidence of citizenship or eligible immigration status;
- D.     If a family member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing property. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. Section 8 assistance will be immediately and permanently denied/terminated; or
- E.     If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

The Oakland Housing Authority may deny assistance to applicants who:

- A.     Do not meet any one or more of the eligibility criteria;
- B.     Do not supply information or documentation required by the application process;
- C.     Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D.     Fail to complete any aspect of the application or lease-up process;
- E.     Have a household member(s) who has committed drug-related or violent criminal activity. If the Oakland Housing Authority seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred no more than one-year prior to the date Oakland Housing Authority notifies the family of its decision to deny or terminate assistance. The Oakland Housing Authority may not deny or terminate assistance for such use or possession by a family member if the family member can demonstrate that he or she:

1. Has an addiction to a controlled substance, has a record of such an impairment or is regarded as having such an impairment; and
  2. Is recovering, or has recovered from, such an addiction and does not currently use or possess controlled substances. The Oakland Housing Authority will require the family member to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit;
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
  - G. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease;
  - H. Any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  - I. Have a family member who was evicted from federally assisted housing within the last five years;
  - J. Have engaged in or threatened abusive or violent behavior towards any Oakland Housing staff;
  - K. Have a household member who has ever had their assistance terminated under the Section 8 Program;

## **2.6 NOTIFICATION OF NEGATIVE ACTIONS**

If the Oakland Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Oakland Housing Authority will provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial.

## **2.7 INFORMAL REVIEW**

Except in the case of denials due to criminal background checks, the Chief of Housing Eligibility, or their designated representative, will conduct all informal reviews. The informal review applicant will be given the opportunity to present their objections in person. Upon receiving a request for informal review, a meeting will be scheduled. The final decision will be sent in writing to the applicant within 14 calendar days of the informal review. The notice will include a brief statement of the reasons for the decision.

## **3.0 MANAGING THE WAITING LIST**

### **3.1 *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

### **3.2 *ORGANIZATION OF THE WAITING LIST***

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;

### **3.3 *PURGING THE WAITING LIST***

The Oakland Housing Authority will update and purge its waiting list as necessary to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

### **3.4 *REMOVAL OF APPLICANTS FROM THE WAITING LIST***

The Oakland Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;  
or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

Any applicant whose name is being removed from the waiting list will be notified by the Oakland Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Oakland Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Oakland Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **4.0 TENANT SELECTION AND ASSIGNMENT**

### **4.1 SELECTION FROM THE WAITING LIST/SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Oakland Housing Authority will use the assistance for those families. Examples include programs targeting the homeless; persons with disabilities; re-unifying families.

Special Admissions to the Section 8 program include project-based housing and service enhanced housing, wherein the Authority has contracted relationships with property owners and service organizations. For these programs, the Housing Authority identifies from its Section 8 Voucher and Moderate Rehabilitation waiting list, families who are appropriate for these special programs and serves these families ahead of others on the list. In addition, the Oakland Housing Authority will accept referrals of eligible clients identified by owners and those service agencies who are our collaborative partners, in order to fully utilize the available funding. These applicants can bypass the Oakland Housing Authority waiting list but must meet all normal screening criteria as well as special program criteria. Special Admissions programs include:

A. Moderate Rehabilitation Program

These project-based units are located in both Single Room Occupancy (SRO) buildings and in family units located throughout Oakland. In these buildings the assistance is tied to the housing unit. Several of the SRO buildings are reserved for the homeless.

B. Project Based Assistance

These units represent Section 8 assistance dedicated to specific structures; therefore, the assistance is tied to the housing unit.

C. Service-Enhanced Housing Programs include:

1. Family Unification Program-Vouchers for families reunifying after foster care placement.
2. Mainstream Program-Vouchers for those families whose head or spouse has a physical, mental or developmental disability.
3. Shelter Plus Care Single Room Occupancy Moderate Rehabilitation Program-Referrals to this project-based program

must have a history of homelessness and one or more of the following: severe drug and/or alcohol history; severe mental illness, and AIDS/HIV.

#### **4.2 PREFERENCES**

The Oakland Housing Authority will select families based on the following preferences.

- A. A Veterans Preference (as required by state law);
- B. A Residency Preference (for persons living or working in Oakland);
- C. A date and time or lottery preference (as a tie breaker when all else is equal).
- D. A preference for the Elderly or persons with Disabilities over other Singles; and

#### **4.3 INCOME TARGETING REQUIREMENTS FOR SECTION 8 ADMISSIONS**

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Oakland Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **4.4 SUBSIDY STANDARDS**

The Authority's subsidy (bedroom size) standards are used to determine the maximum rent subsidy that a family assisted under the voucher program will receive. The Authority's subsidy standards have been established in accordance with HUD regulations to provide Section 8 housing assistance to the greatest number of families possible. The Authority's subsidy standards will be applied consistently for all families of like size and composition. A family's voucher size will be determined in the following manner:

- Ø One bedroom will be allocated to the Head of Household (and his/her spouse/significant other).
- Ø One bedroom each will be allocated for every two remaining family members regardless of the age, sex or relationship of these other family members.

Thus, a family with a Head of Household and no spouse/significant other would be allocated a subsidy size in the following manner:

<u>Family Size</u>	<u>Subsidy Size</u>
1	1
2	2
3	2
4	3
5	3
6	4
7	4
8	5

A family with a Head of Household and a spouse/significant other would be allocated a subsidy size in the following manner:

<u>Family Size</u>	<u>Subsidy Size</u>
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5

#### **4.5 QUALIFICATIONS TO SUBSIDY STANDARDS**

The following factors must be considered when assigning subsidy size:

- A. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- B. A family member who is temporarily away from the home to attend school is considered a member of the family in determining the family unit size.
- C. Children who are being adopted, or whose custody is being obtained, may be considered in assigning subsidy size. However, there must be a reasonable assurance that the child or children will join the family within a year and the family must provide proof that the child or children joined the family. In cases where a family was given a larger subsidy size, but the



child or children do not join the family, then, the family's subsidy size will be reduced with a 30-day notice from the Authority.

- D. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family (this applies to subsidy standards only and not income limits).
- E. Unless a live-in aide is present, the subsidy size for any family consisting of a single person must always be a one-bedroom unit.

#### **4.6 EXCEPTIONS TO SUBSIDY STANDARDS**

The subsidy standards may be waived for families in need of:

- A. A live-in aide for a family member (see Family Composition);
- B. Medical equipment which requires a separate room because of size or function; or
- C. A documented medical need that necessitates a separate room for a family member.

Families seeking an exception to the subsidy standards will be required to submit a request for such an exception. The request must meet the Authority's guidelines. In order to obtain a waiver, the family must provide justification for their request and supportive documentation. The Authority may request third party verification to verify the need for a waiver.

If a waiver is granted, the Authority will increase the subsidy size appropriately.

These are the only three cases in which a waiver may be granted. All other families will be assigned a bedroom size based on the subsidy standards above.

#### **4.7 UNIT SIZE APPROVAL**

- A. Under the Voucher Program, no unit shall be disapproved on the sole ground that it is too large for the family.

- B. The family may rent a smaller bedroom size unit, provided that the unit meets Housing Quality Standards (HQS) guidelines. In the event that a smaller bedroom size unit is selected the maximum subsidy standards are:

Number of Bedrooms	HQS Maximum Family Size
SRO	1
0	1
1	4
2	6
3	8
4	10
5	12
6	14
7	16
8	18

#### **4.8 EFFECT OF SUBSIDY SIZE ON BENEFIT PAYMENT STANDARD**

The family unit size, chosen by using the Authority's subsidy standard, is used to determine the maximum Voucher rent subsidy. The payment standard for a family is the lower of:

- A. The payment standard amount for the family unit size; or
- B. The payment standard amount for the actual unit size rented by the family.

## **5.0 DETERMINATION OF FAMILY INCOME**

To determine annual income, the Oakland Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Oakland Housing Authority subtracts out allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### **5.1 ANNUAL INCOME**

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the

greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - b. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 5.2 *INCOME EXCLUSIONS*

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this household member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

### **5.3 *INCOME DEDUCTIONS***

The following deductions will be made from annual income:

- A. Dependent Allowance: \$480 for family member (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are a person with disabilities.
- B. Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
- C. For any household that does not qualify for the above deductions, but which has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  1. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child Reasonable childcare expenses when the care allows a family member to be employed or further their education.



## **6.0 VERIFICATION**

The Oakland Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **6.1 ACCEPTABLE VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family.

Other information will be verified by third party verification. This type of verification includes written documentation. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Oakland Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Oakland Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Oakland Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Oakland Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 6.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Oakland Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Birth Certificate	Letter from City/County of Birth	Birth Certificate
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	Letter from City/County of Birth	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if over age 18)	Letter from school verifying enrollment for the required number of units to qualify as a full time student. For continuing students, proof that full time status was maintained at the end of the prior semester or quarter.	For high school students, any document evidencing enrollment.
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, most current statement showing interest earned, information brochure, the CD, the bond,
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree, DA's payment report
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### **6.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. All eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Oakland Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Oakland Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Oakland Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare they status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Oakland Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **6.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Oakland Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Oakland Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

## **6.5     *TIMING OF VERIFICATION***

Verification must be dated within 60 days of certification or reexamination.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

## **6.6     *FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified **only once**. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **7.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **7.1 GENERAL**

After October 1, 1999, the Oakland Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 17.0 for additional guidance).

### **7.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **7.3 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The data is updated on an ongoing basis and owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

### **7.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (if requested by the Oakland Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

## **7.5     *SETTING THE PAYMENT STANDARD***

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Oakland Housing Authority will review its determination of the payment standard periodically after publication of the FMRs. The Oakland Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Subject to approval by the HUD Field Office, the Oakland Housing Authority may establish a higher payment standard above 110% of FMR to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority may reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Oakland Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds, are budgeted and available from HUD to assist families in the program.



## **7.6     *SELECTING THE CORRECT PAYMENT STANDARD***

- A.     For the voucher tenancy, the payment standard for a family is the lower of:
  - 1.     The payment standard for the family unit size; or
  - 2.     The payment standard for the unit size rented by the family.
- B.     If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C.     During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1.     The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2.     The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D.     At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E.     If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

## **7.7     *AREA EXCEPTION RENTS***

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## **7.8 ASSISTANCE AND RENT FORMULAS**

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard.

### **B. Minimum Rent.**

The Oakland Housing Authority has set the minimum rent as \$25.00. The family shall be notified of their right to request a hardship exemption when the minimum rent is imposed, and after each subsequent notice following reexamination of income. If the family requests a hardship exemption, the Oakland Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a family member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;

- d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.
- 2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
- 3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
- 4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Housing Choice Vouchers

- 1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
- 2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. For a Housing Choice New Lease, the family share of gross rent must not exceed 40% of Monthly Adjusted Income (MAI) if the gross rent for the unit exceeds the applicable payment standard.

The 40% initial rent burden, does not apply if:

- a) The initial gross rent for the unit is below the Payment Standard
- b) The family is newly admitted from eligibility and renting in place

Refer to Section 17.0 for transition of pre-merger HAP contract to housing choice

#### D. Section 8 Preservation Vouchers

##### 1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Oakland Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the

HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
  - ii. The new family unit size must be used to determine the payment standard.
2. The Oakland Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Oakland Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Oakland Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **7.9 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Leased Housing Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

#### **7.10 *DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Oakland Housing Authority a late payment in accordance with generally accepted practices in the Oakland jurisdiction.

#### **7.11 *CHANGE OF OWNERSHIP***

The Oakland Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Oakland Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Oakland Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Verification of ownership such as Deed of Trust showing the transfer of title; Grant Deed; contract of sale; and
- B. Tax Identification Number or Social Security Number.

The Oakland Housing Authority may withhold the rent payment until the taxpayer identification number is received.



## **8.0 INSPECTIONS**

The Oakland Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless and until HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Oakland Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. For the annual HQS inspection the family and owner will be notified of the appointment by first class mail. Oakland Housing Authority generally conducts the annual unit HQS inspection concurrently with the family annual reexamination in accordance with section 9.1. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Oakland Housing Authority will only schedule one more inspection. If the family misses two inspections, the Oakland Housing Authority will consider the family to have violated a Family Obligation and their assistance may be terminated.

### **8.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Oakland Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Damage or Move Out Inspection (if applicable) - An inspection at the landlords request, to document the condition of a unit at the time the tenant vacates the unit, and where a claim provision exist in the HAP contract.

- G. Quality Control Inspection – An inspections conducted by staff other than the regularly assigned inspector or on a random basis to meet HUD guidelines.

## **8.2 OWNER AND FAMILY RESPONSIBILITY**

### **A. Owner Responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Oakland Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Oakland Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Oakland Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Oakland Housing Authority and the Oakland Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Oakland Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Oakland Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
  - d. The Family fails to maintain the unit in decent, safe, and sanitary condition.

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Oakland Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Oakland Housing Authority will take prompt and vigorous action to enforce the family obligations. The Oakland Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### **8.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

#### **A. Sanitary Facilities**

##### **1. Performance Requirements**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. The minimum size requirement for a living/sleeping room is 70 sq. feet.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent

overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.

- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

#### H. Water Supply

##### 1. Performance Requirements

The water supply must be free from contamination.

##### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

#### I. Lead-based Paint

##### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1

milligram per centimeter squared (mg/cm<sup>2</sup>), or 0.5 % by weight or 5000 parts per million (PPM).

## 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to Single Room Occupancy (SRO); 0-bedroom units; units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);



- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior

chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
  - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must accessible and be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and

unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### **8.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

The Oakland Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Oakland Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room used for living/sleeping, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit **must** have separate metering device(s) for measuring utility consumption and direct billing by the utility service provider.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
- E. Where window security bars are present in rooms used for living/sleeping, there must be at least one release mechanism in good working order in each room. Owners will be referred to the City of Oakland's Fire Prevention Bureau for additional requirements and further guidance.
- F. The address of the unit must be clearly displayed.

G. Each bedroom must have a closet

H. Portable electric space heaters may be used as a supplemental heat source.

## **8.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

- A. HQS Fail Items for an Initial Inspection to approve a unit before assistance can begin.

The Oakland Housing Authority will schedule an inspection of the unit at a date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter upon receipt of a completed Request for Lease Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the Oakland Housing Authority to schedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements. The Oakland Housing Authority shall limit the number of re-inspections to two.

- B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after written notification has been given, the Oakland Housing Authority will abate payment and may terminate the contract in accordance with Sections 8.7 and 12.2(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Oakland Housing Authority will terminate assistance for the family in accordance with Sections 8.2(B) and 12.2(B)(3).

- C. Time Frames for Corrections

1. Emergency repair items must be corrected within 24 hours of notice from the Authority.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours of notice from the Authority.
3. Non-emergency items must be completed within 30 days of the initial inspection.
4. For major repairs, the Oakland Housing Authority may approve an extension beyond 30 days.

D. Extensions

At the sole discretion of the Oakland Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Oakland Housing Authority may abate the Housing Assistance Payment (HAP) and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, sidewalks, or in cases where parts or specialized labor is not available.

## **8.6 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire

- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

## **8.7 ABATEMENT**

When a unit fails to meet HQS and the owner has been given proper notification and opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the Housing Assistance Payment (HAP) for the dwelling unit will be abated. No Housing Assistance Payment (HAP) will be paid to the landlord for the period the unit remains out of HQS compliance.

If the deficiencies are corrected within the abatement period and prior to HAP contract termination, the Oakland Housing Authority will end the abatement the day the unit passes inspection. Housing Assistance Payments (HAP) will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the Housing Assistance Payment (HAP) will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Oakland Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.



## **9.0 RECERTIFICATION**

### **9.1 ANNUAL REEXAMINATION**

At least annually the Oakland Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Oakland Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and to schedule an appointment. The Oakland Housing Authority generally conducts annual reexaminations concurrently with the annual unit HQS inspection in accordance with section 8.0 if this plan. The letter includes instructions for the family to obtain in advance of the appointment and the necessary documents to complete the recertification. The family may contact staff and request that the appointment be rescheduled in the event of an emergency or as a reasonable accommodation.

During the recertification appointment, the family will provide all information regarding income, assets, expenses, third party verifications and all other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later may be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Oakland Housing Authority will re-determine the family's annual income and will calculate their family share.

### **9.2 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION**

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any increase in the family portion of rent will be effective the 1<sup>st</sup> of the month following at least 30 days notice to the family. If the new rent is a reduction in the family portions of rent, and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **9.3 MISSED APPOINTMENTS**

If the family fails to respond to the appointment letter and fails to be present at the reexamination/unit inspection appointment, a second letter will be mailed. A second notice will advise the family of a new time and date for the reexamination/unit

inspection. The letter will also advise that failure by the family to be present at the second scheduled appointment will result in the Oakland Housing Authority taking action to terminate the family's assistance.

#### **9.4 INTERIM REEXAMINATIONS**

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Oakland Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

A. The addition of a household member.

1. The addition of family members through birth, adoption or court-awarded custody of a child is not subject to approval by the Housing Authority. Participants must inform the Housing Authority within two weeks of any such addition, however, or they will be in violation of the Family Obligations.

The Oakland Housing Authority will automatically allow the addition of a family member through marriage only in cases where the new family member passes the Authority's standard applicant screening and if the owner has also given written permission to add the new member to the lease. In the case of same-sex relationships, the Housing Authority will allow the addition of a significant other if a committed relationship can be demonstrated. In either instance, participants must also inform the Housing Authority within two weeks of any such addition, or they will be in violation of the Family Obligations.

The Housing Authority's approval must be received to add any other persons (including family members, boyfriends/girlfriends of the Head of Household and foster children) as occupants of the unit. The family must request to add new members in writing. Before a new member is added to the family, they must provide all information required of an applicant (e.g., income, citizenship status, social security number, etc.) and have this information verified. The proposed new family member must also undergo the criminal screening process for applicants. The owner must give written permission to add the new member to the lease. Written approval from the landlord must be obtained before the individual can be added to an existing lease.

Family additions are at the Housing Authority's discretion. In cases where the addition of a family member(s) would increase the existing subsidy size, the added family member(s) can only be a minor, an adult person with disabilities or an elderly adult with no other means of obtaining affordable and safe housing. The family does not have the right for an informal hearing if the Housing Authority does not approve the addition of a family member.

If the individual is found to be eligible and passes the criminal screening criteria, the effective date of the new rent will be in accord with paragraph 9.6 below. Rules governing the addition of live-in aides are covered elsewhere.

- B. A household member is leaving or has left the family unit. The family must provide the following information to the Housing Authority, in writing, within two weeks of the date the individual left the household:

1. The date the family member moved out;
2. The new address, if known, of the family member;
3. A statement as to whether the family member is temporarily or permanently absent.

- C. Family break-up

When a family separates, the head of household has the option of relinquishing assistance to any remaining, adult family member. If there is a dispute as to which member or members of the family should continue receiving Section 8 assistance, and there is no court order allocating the Section 8 assistance, the Oakland Housing Authority will use the priority list detailed below to allocate the assistance. The member or members who qualify for the highest priority will be assigned the assistance. The Housing Authority's priorities, in order of primacy, are:

- A. Victims of actual or threatened physical violence where that violence is a contributing cause of the household's breakup. This priority applies regardless of whether or not the victim of domestic violence remains in the Section 8 unit occupied by the household.
- B. The adult member of the household who retains primary physical custody of the majority of the household's minor children.
- C. The adult member of the household who originally received the assistance if another adult was later added to the household.

- D. The adult member of the household who is elderly and/or a person with disabilities.

As an example, if the family is splitting into two groups and one group is eligible for priority B and the other for priority C, the group eligible for priority B will receive the assistance.

Additionally, if the only remaining members of the household are all minors (due to a parent's death for example), the Section 8 assistance may be allocated to a non-household member (such as a parent who was not part of the household or a grandparent) at the Housing Authority's discretion. The non-household member must have legal custody of the children.

If the priorities listed above cannot be used to allocate the assistance, the allocation will be based on an evaluation of reasons advanced by each party requesting the assistance. In the case of choosing to allocate the assistance to two or more adults who qualify under category d, assistance will be allocated based on need. In no case will more than one voucher be allocated to household members that split apart.

#### ***VERIFICATION OF PRIORITY IN ALLOCATION***

The Housing Authority will require the participant to verify their claim to priority in the allocation of Section 8 assistance by providing relevant documents, professional opinions from unbiased third parties, etc.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Oakland Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Oakland Housing Authority will make determinations on a case-by-case basis. The family member requesting the determination may also request an informal hearing in accordance with the informal hearing procedure in Section 12.3.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Oakland Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

### ***9.5 ABSENCE FROM THE UNIT***

Families are considered absent when no member of the family is residing in their unit. The Oakland Housing Authority may use utility bills, statements from neighbors and

landlords, visits to the unit, postal records, letters and any other appropriate methods to determine whether the family is absent. Families who are absent from their units for 60 or more consecutive days without good cause (see below) will have their housing assistance payments terminated.

Families who know, or believe, that they are going to be absent from their unit for more than 60 consecutive days must inform the Housing Authority within two weeks of the absence, or as early as can be reasonably expected in cases of emergency. The Housing Authority will determine whether adequate notice was given on a case-by-case basis.

The Authority may continue making housing assistance payments for up to 180 days for families who will be absent from their units for good cause, such as long-term hospitalization. Even with good cause, housing assistance payments must cease after 180 days. The Housing Authority will require verification of cause.

The Housing Authority will not grant an extension in cases where good cause is not shown, such as a vacation. Unless a family can prove extenuating circumstances, the Authority will also not grant an extension to families with good cause who did not inform the Agency that they would be absent from their unit for more than 60 consecutive days.

Except in cases where the family can show both good cause and extreme circumstance (such as hospitalization for more than 180 consecutive days), a family whose housing assistance payment has ceased, will be terminated from the Section 8 program. In cases where the family can show both good cause and extreme circumstance, the Housing Authority may allow the family to remain on the program even if their housing assistance payment has ceased. The family will be issued a new voucher, which will then be suspended for the appropriate period of time. To receive this allowance, the family must be able to show that there is a reasonable target date for their return. It is expected that this allowance will be granted very rarely, if at all.

### **Effect of Individual Members Absence on the Household**

In cases where some adult members of the family will be absent for more than 60 days while others remain in the unit, the Housing Authority will recertify the remaining members. This may result in a smaller subsidy size being issued to the remaining members. In cases where the adult member(s) of a household are absent, while minors remain in the unit, the Housing Authority will follow the dictates of State and local law.

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the Housing Authority will seek advice from a reliable and qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be confined for more than 180 consecutive days, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

Full time students who attend school away from the home but live with the family during school recess will be considered temporarily absent from the household.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The Oakland Housing Authority will evaluate absences from the unit using this policy.

## **9.6    *SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Oakland Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

## **9.7    *EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the 1st of the month following at least 30 days notice to the family. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **10.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after their initial term has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Oakland Housing Authority will issue the family a new voucher if the family does not owe the Oakland Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Oakland Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **10.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Certificate and Voucher Program, the Oakland Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **10.2 PROCEDURES REGARDING FAMILY MOVES**

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Oakland Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Oakland Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Oakland Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Oakland Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the

landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

### **10.3 PORTABILITY AND GENERAL POLICIES**

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Oakland Housing Authority at the time the family first submits its application for participation in the program to the Oakland Housing Authority may lease a unit anywhere in the jurisdiction of the Oakland Housing Authority or outside the Oakland Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have legal residence in the jurisdiction of the Oakland Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Oakland Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Oakland Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Oakland Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Oakland Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Oakland Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 12.2, Grounds for Termination of the Lease and Contract.

### **10.4 INCOME ELIGIBILITY**

#### **A. Admission**

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

#### **B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.**



### **10.5 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

### **10.6 PORTABILITY ADMINISTRATION BY OAKLAND HOUSING AUTHORITY**

- A. When the Oakland Housing Authority is the Initial Housing Authority:
  - 1. The Oakland Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The Oakland Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. The Oakland Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - 4. The Oakland Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  - 5. The Oakland Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Oakland Housing Authority is the Receiving Housing Authority:
  - 1. When the portable family requests assistance from the Oakland Housing Authority, the Oakland Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Oakland Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  - 2. The Oakland Housing Authority will issue a voucher to the family. The term of the Oakland Housing Authority's voucher will not expire before

the expiration date of any Initial Housing Authority's voucher. The Oakland Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Oakland Housing Authority during the term of the Oakland Housing Authority's voucher.

3. The Oakland Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Oakland Housing Authority's subsidy standards.
4. The Oakland Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Oakland Housing Authority opts to conduct a new reexamination, the Oakland Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Oakland Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Oakland Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Oakland Housing Authority

1. If funding is available under the consolidated ACC for the Oakland Housing Authority's Voucher Program when the portable family is received, the Oakland Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Oakland Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Oakland Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the

Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **11.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to Housing Assistance Payment (HAP) contracts with a lease start date prior to July 1, 1996 and have a damage claim provision. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No claim for damages will be processed unless the Oakland Housing Authority has performed a damage inspection. Either the tenant or the owner can request a damage inspection. Ultimately, it is the owner's responsibility to request the damage inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

### **11.1 OWNER CLAIMS**

In accordance with the HAP contract claim provision, owners can also make a claims for unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted. In the case of an eviction, court cost and filing fees may be claimed, but attorney fees may not.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the initial and damage inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Oakland Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Oakland Housing Authority to remain eligible for the Section 8 Program.

Actual bills, receipts, and cancelled checks for repairs, materials, and labor must support claims for damages. The Oakland Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant during the tenants occupancy of the unit but no later than the date of HAP contract termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Oakland Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Oakland Housing Authority within ninety (90) days of the HAP contract cancellation date. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates the unit.

## ***11.2 PARTICIPANT RESPONSIBILITIES***

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Oakland Housing Authority. This shall be done by either paying the full amount due immediately upon the Oakland Housing Authority requesting it or through a Repayment Agreement that is approved by the Oakland Housing Authority.

## ***11.3 REPAYMENT AGREEMENTS***

### **WHEN A REPAYMENT AGREEMENT WILL BE REQUIRED**

A Section 8 participant will be required to enter into a repayment agreement with the Oakland Housing Authority if the family either:

- A. Currently owes rent or other amounts to the Housing Authority or another housing authority in connection with Section 8 or public housing assistance under the 1937 Act and the amount owed is less than \$6,000; or
- B. Has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease and the amount owed is less than \$6,000;

If the amount owed is greater than \$6,000, then a repayment agreement may only be entered into with the Executive Director or Deputy Director's approval. If such an agreement is not approved, then the participant's assistance will be terminated and the Oakland Housing Authority may seek repayment in another manner.

## TERMS OF THE REPAYMENT AGREEMENT

The length of the repayment agreement is determined by the amount of debt owed as follows:

<b>Amount Owed</b>	<b>Repayment Term</b>
≤ \$750	6 months
\$751 - \$1,600	1 year
\$1,601 - \$3,000	2 years
\$3,001 - \$6,000	3 years

The agreement shall require the participant to make an initial minimum payment of 20% of the total amount owed on the 7th of the second month following the date of the repayment agreement (e.g., the 20% payment on a repayment agreement dated April 15th would be due June 7th). Subsequent payments are due, in full, each month thereafter on the 7th of the month until the balance owed reaches \$0. Failure to pay the balance due by the 14th of the month will result in the account being considered delinquent. Participants who are delinquent more than twice during the term of the repayment agreement will have their Section 8 assistance terminated.

All moneys owed to the Housing Authority must be paid by the final due date on the repayment agreement. If the debt is not repaid in full by the final due date, then the participant's assistance will be terminated.

The Executive Director or Deputy Director must approve any exceptions to these guidelines.

## DEBTS OWED BY APPLICANTS TO ANY HOUSING AUTHORITY

If it is determined during the verification process, or prior, that any member of the applicant's family owes any Housing Authority money, then the applicant will be given 60 days to repay the debt in full. At its discretion, the Oakland Housing Authority may continue verification of the family's eligibility, but will not allow the applicant to attend a briefing until the debt has been repaid in full. If the applicant fails to repay the debt in full before the 60-day limit expires, then the applicant's Section 8 assistance will be denied.

## **12.0 TERMINATIONS**

### **12.1 TERMINATION OF ASSISTANCE TO FAMILY**

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Oakland Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

- K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Oakland Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## **12.2 TERMINATION OF THE TENANCY**

The term of the lease and the term of the Housing Assistance Payment (HAP) contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Oakland Housing Authority. Under some circumstances the contract automatically terminates.

The initial term of the lease will normally be for one year. The Oakland Housing Authority will allow a shorter initial term only in cases in which doing so would provide improved housing opportunities for the tenant and in which it can be demonstrated that such shorter term is the prevailing market practice. The tenancy will continue in accord with the lease and contract after the initial term.

### **A. Termination of the lease**

#### **1. By the family**

The family may terminate the lease in accord with the terms set therein and in the tenancy addendum. The family must give proper notice to both the owner and the Housing Authority prior to moving out of the unit. A copy of the notice given to the owner must be provided to the Housing Authority at the same time. Failure to meet any of these conditions is considered a breach of the Section 8 program's family obligations.

#### **2. By the owner.**

##### **a. The owner may not terminate the lease except for:**

- i. Serious or repeated violations of the terms or conditions of the lease;



- ii. Violation of federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
  - iii. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents committed by a household member, a guest, or another person under the control of the tenant;
  - iv. Any drug-related criminal activity on or near the premises committed by a household member, a guest, or another person under the control of the tenant;
  - v. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - vi. Other good cause. Other good cause may include, but is not limited to:
    - (1) Failure by the family to accept the offer of a new lease;
    - (2) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
    - (3) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the initial term the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
  - c. The owner may only evict the tenant by instituting a court action. The owner must give the Oakland Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
  - d. The owner may terminate the lease any time after the end of the initial lease term, without cause by providing appropriate notice to the family as required by state and local law that the tenancy will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic Termination of the Contract

- a. If the Oakland Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by the Oakland Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Oakland Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Oakland Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Housing Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
  - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority may continue to make payments until the owner obtains a judgment or the family moves out.

### **12.3 INFORMAL HEARINGS**

A. When a Hearing is Required

- 1. The Oakland Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Oakland Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Oakland Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

- b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Oakland Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Oakland Housing Authority's subsidy standards.
  - d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Oakland Housing Authority's subsidy standards, or the Oakland Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Oakland Housing Authority policy and HUD rules.
2. In cases described in paragraphs 12.3(A)(1)(d), (e), and (f), of this Section, the Oakland Housing Authority will give the opportunity for an informal hearing before the Oakland Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

**B. When a Hearing is not Required**

The Oakland Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- 1. Discretionary administrative determinations by the Oakland Housing Authority.
- 2. General policy issues or class grievances.
- 3. Establishment of the Oakland Housing Authority's schedule of utility allowances for families in the program.
- 4. An Oakland Housing Authority determination not to approve an extension or suspension of a voucher term.
- 5. An Oakland Housing Authority determination not to approve a unit or tenancy.

6. An Oakland Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Oakland Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An Oakland Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Oakland Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Warning Meeting

It is the Oakland Housing Authority's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. Therefore, a meeting may be held with a Section 8 participant in cases where that participant's alleged actions or inactions are not serious enough to justify termination of assistance. The meeting would serve to inform the participant of the Housing Authority's allegations and can also function as a formal warning and official documentation of such warning. The primary goal of a warning meeting is to resolve the Housing Authority's allegations without subjecting the participant to a hearing. The secondary goal of an Allegation Review is to provide further documentation for cases that will proceed to a termination hearing. Regardless of whether or not a participant had a warning meeting, the participant is always entitled to an informal hearing as per HUD regulations.

#### **12.4 PROCEDURE FOR SCHEDULING AND CONDUCTING INFORMAL HEARINGS**

- A. The **Housing Representative** is responsible for taking the lead role in investigating all cases, sending out all notices to the participant and for presenting the case at the hearing.
- B. If the **Housing Authority** decides to terminate the participant's assistance, the **Housing Representative** must send a *Notice of Termination* to the participant. The notice must be reviewed and signed by the appropriate **Manager**. The notice will clearly state the basis for the decision, the specifics of the charge and will also cite appropriate Housing Authority policy and HUD regulations. The notice will also inform the participant of whether or not they have the right to an Informal Hearing regarding the decision and will explain the process by which an Informal Hearing may be requested. Participants must request an Informal Hearing within 14 calendar days of the date of the *Notice of Termination*.
- C. If a written request for Informal Hearing is received within 14 calendar days of the date of the *Notice of Termination*, a hearing will be scheduled. The hearing will be scheduled within 30 calendar days. The **Housing Representative** who sent out the *Notice of Termination* is responsible for scheduling the Informal

Hearing and notifying all appropriate individuals. The participant is to be consulted and given consideration when scheduling the Informal Hearing. Concerning scheduling and attendance, the family must meet the requirements of OHA's appointment policy.

- D. Once a hearing time is scheduled, the **Housing Representative** responsible for the hearing will send out the following the *Hearing Appointment Notification* form and a copy of all documents that will be used in presenting the case at the hearing. If the **Housing Representative** obtains additional information to be used in the hearing, that information does not have to be provided to the participant if discovery was not requested. If discovery is requested, then all information to be used in the hearing must be provided to the participant at least two business days prior to the hearing. Requests for additional sets of the documents and information to be used in the hearing will be provided at the family's (or their representative's) expense.
- E. OHA will use the *Hearing Appointment Notification* form to request discovery. If OHA requests discovery, the participant will be required to submit all information they will use in presenting their case two business days prior to the hearing. The **Housing Representative** is responsible for collecting and reviewing all physical evidence submitted by the family.
- F. **Hearing Officers** will be chosen from among OHA staff who will be assigned hearings on a rotating basis. **Hearing Officers** may not conduct hearings in cases where they made or approved the decision to terminate housing assistance or if the **Hearing Officer** is a subordinate of the person who made or approved the decision. If an appropriate **Hearing Officer** cannot be found amongst OHA staff, then a **Hearing Officer** will be obtained from outside the agency.
- G. The **Hearing Officer** is responsible for conducting the hearing. The **Hearing Officer** will have everyone in attendance at the hearing sign-in, will determine if discovery was requested by either side and will set up the tape recorder for the hearing. The Oakland Housing Authority and the family must have the opportunity to present evidence and both sides may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. At its own expense, the family may be represented by a lawyer or other representative
- H. When deciding the case, the **Hearing Officer** will only consider evidence presented at the hearing. The lone exception is if third party verification is needed to substantiate hearing testimony (e.g., proof of address). The **Hearing Officer** may allow a reasonable time for either side to submit relevant information. Information that is not produced by the **Hearing Officer's** deadline will not be considered. The **Hearing Officer's** decision will be based on a preponderance of the evidence.

- I. The **Hearing Officer** should complete the decision within 10 business days of the hearing. If third party verification is required, the **Hearing Officer** should complete the decision within 10 business days of receipt of the verification.
- J. Anytime the **Hearing Officer's** decision is against OHA, the **Director of Leased Housing** must review the decision prior to mailing to determine if OHA is bound by the **Hearing Officer's** judgment. If this review determines that OHA is not bound by the **Hearing Officer's** decision, then a report must be appended to the **Hearing Officer's** decision explaining why OHA is not bound by the decision. Per HUD's regulations, OHA is not bound by a hearing decision:
  - 1. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing, or that otherwise exceeds the authority of the person conducting the hearing under OHA's hearing procedures.
  - 2. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- K. The **Hearing Officer's** decision (and, if applicable, the appended report explaining why OHA is not bound by the **Hearing Officer's** decision) will be mailed to the family. As proof of service, decisions that uphold termination should be sent by certified mail. The report will be written so that it incorporates the requirements for a *Notice of Final Decision*. If the family's Section 8 assistance is to be terminated, the report will specify the effective date of the termination.
- L. A copy of the **Hearing Officer's** report will be given to the **Housing Representative** who presented the case for placement in the participant's file. A copy of the decision will also be provided to all OHA staff involved in the hearing. A copy of any decision that alters a payment plan or that results in an overpayment will also be provided to **Collections**.
- M. The **Hearing Officer** will submit a completed *Basic Hearing Information/Decision* form and a copy of the decision to the **Administrative Assistant** for placement in OHA's hearing file.
- N. If the participant disagrees with an informal hearing decision, the participant has the right to request a review by the Oakland Housing Authority's Executive Director or his/her authorized representative. The participant must request the review within 20 calendar days of the date or postmark of the Hearing Officer's decision. If the participant requests review by the Executive Director within the specified time period, no action adverse to the participant can be taken until the Executive Director issues a decision, or 30 calendar days elapse, whichever occurs first.

The Executive Director may uphold the decision, overrule the decision, or require that a new informal hearing be held. If the Executive Director decides that a new informal hearing should be held, the Executive Director will appoint an Informal Hearing Officer other than the person that made the decision or a subordinate of such person.

If the decision of the Executive Director is not mailed or hand delivered to the participant within 30 calendar days of the request for review, the Informal Hearing Officer's decision shall be deemed to be final.

- O. It is at the **Executive Director's** sole discretion that a request for a rehearing will be granted or denied. At the **Executive Director's** discretion, a rehearing may be limited to written submissions by both parties.

## **13.0 COMPLAINTS**

The Oakland Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Oakland Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible. The Oakland Housing Authority maintains and monitors a Complaint Line at (510) 874-1632.

## **14.0 SECTION 8 ADMINISTRATIVE FEE RESERVE CHARGES**

Occasionally, it is necessary for the Oakland Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Oakland Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$50,000** for authorized expenditures.

Any item(s) exceeding **\$50,000** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **15.0 OAKLAND HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Oakland Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Oakland Housing Authority will do the following:



- A. The Oakland Housing Authority will obtain the services of an independent entity to perform the following Oakland Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Oakland Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- B. The Oakland Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- C. The Oakland Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Oakland Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

## **16.0 QUALITY CONTROL OF THE SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Oakland Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **17.0 SCOPE OF ADMINISTRATIVE PLAN**

This Administrative Plan defines the Oakland Housing Authority's policies for operating its Section 8 programs. The parameters for these policies are established by federal laws and regulations. Issues related to the Section 8 program that are not addressed in this document are governed by federal, State and local regulations and HUD Notices, Memos and guidelines. If there is any conflict between this policy and laws or regulations, the Federal program laws and regulations will prevail. Only the Executive Director or the Deputy Director may grant an exception to any of the policies set forth in this document. The Housing Authority may not grant an exception to Federal program laws and regulations.

## **18.0 APPOINTMENT POLICY**

Section 8 participants and applicants (all references to participants in this section, excluding hearings, should be read as applicants/participants) are expected to promptly keep all appointments set with the agency. This policy applies to all appointments set with the Oakland Housing Authority including, but not limited to, eligibility interviews, hearings and inspections. Any participant who fails to meet the requirements of the Housing Authority's appointment policy will have their housing assistance terminated. In the case of hearings, a participant who does not meet the Housing Authority's appointment policy will automatically lose their hearing.

A participant who is more than fifteen minutes late for an appointment will be considered to have missed their appointment and will face either termination of housing assistance or loss of hearing.

A participant who needs to change the time or date of their appointment will be allowed to reschedule once. The rescheduled appointment must occur within ten working days of the originally scheduled appointment. A participant who wishes to reschedule an appointment must contact the Housing Authority at least two working days before the date of their originally scheduled appointment. A participant who does not provide proper notice will face termination or loss of hearing. A participant is not permitted to reschedule an appointment more than once. A participant who misses their second appointment will face termination of assistance or loss of hearing.

Emergency situations (such as accidents or hospitalization) will be taken into consideration when implementing this policy. A participant who claims they missed an appointment due to an emergency will be required to conclusively prove such a claim.

## **19.0 PROJECT-BASED ASSISTANCE**

### ***19.1 INTRODUCTION***

HUD allows Housing Authorities to convert a portion of their Section 8 assistance from tenant-based to project-based. The use of project-based assistance must be consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities. Other than the specific program rules detailed below or those required by HUD, project-based assistance is subject to all standard Section 8 rules and regulations.

### ***19.2 NUMBER OF PROJECT-BASED UNITS***

The Authority will convert a maximum of 500 vouchers to project-based assistance.

### **19.3 LOCATION**

HUD requires that project-based assistance only be awarded to units located in census tracts with a poverty rate of 20% or less. The Authority will seek waivers from HUD to locate project-based assistance in census tracts with a poverty rate greater than 20%, but which are located in redevelopment or empowerment zones or in tracts showing significant evidence of gentrification. The Authority will also seek waivers in order to preserve existing, endangered low-income affordable housing owned by private or nonprofit concerns.

### **19.4 ADVERTISING POLICY**

The Authority will advertise the availability of any project-based assistance allocations to owners and developers in accord with HUD regulations. At a minimum, the availability of project-based assistance will be advertised once a week for at least three weeks in a local newspaper of general circulation, and also in any available minority media. The advertisement will specify the number of vouchers available to be project-based, the number of units in a building that may be project-based, the type of units that will be considered for project-basing (existing, new construction, and/or moderate rehabilitation) and the last day that applications may be accepted. The advertisement will also contain a statement that participation requires compliance with fair housing and Equal Opportunity requirements and that the Federal Labor Standards provisions may be applicable for new and rehabilitation construction.

### **19.5 TERM OF PROJECT-BASED ASSISTANCE CONTRACT**

Project-based HAP contracts will be executed for terms between five and ten years. The specific term or terms that will be offered for any project-based allocation will be advertised when the allocation is open to bid. Future HAP funding renewals and payments are subject to HUD appropriations and funding ability. HAP contracts may be extended upon their expiration for such period that the Authority and the owner agree to and which the Authority determines will expand housing opportunities and extend long term housing affordability.

### **19.6 UNIT SELECTION POLICY**

The Authority anticipates that it will offer several varieties of project-based assistance (e.g., targeted to general Section 8, service enhanced housing, persons with disabilities, etc.). Therefore, the unit selection policy will be detailed and advertised prior to each opening. Any selection process will follow all applicable HUD regulations. Any selection process will be competitive. The Authority's Board of Commissioners will approve any selection process, thus allowing public comment on any proposed process. Where necessary, the Authority will receive HUD approval of any proposed selection process.

### **19.7 TENANT SELECTION**

The Authority's standard Section 8 wait list and preferences will be used to select families for project-based units. If the project-based assistance is targeted to a special program population (e.g., Family Unification, homeless families), then families for those units will be selected from the Authority's regular wait list, special wait list or by referral in accord with the regulations and policies for that special program. Owner referrals and wait lists cannot be used to select tenants. Available project-based units will be advertised in the Authority's rental listing. Authority staff will also work directly with project-based owners to market any available units to Section 8 participants.

### **19.8 LEASE TERM**

The initial lease term for project-based units is one year.

### **19.9 VACANCY LOSS**

The Authority will make vacancy loss payments to owners for up to 60 days after a unit becomes vacant. Vacancy loss payments will be made in an amount equal to the Authority's HAP for the family which last occupied that unit. The owner is not eligible to receive any vacancy loss payments beyond 60 days. The owner will only receive the vacancy loss payment if the vacancy is not the owner's fault (e.g., HQS violations) and the Authority and the owner have taken every action to minimize the likelihood and length of any vacancy.

### **19.10 REDUCTION IN THE CONTRACT NUMBER OF PROJECT-BASED UNITS**

Project-based units that are not rented by an eligible family within 120 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections may also be terminated from the project-based assistance contract.

### **19.11 TENANT MOBILITY AND PORTABILITY**

Section 8 recipients who have resided in a project-based unit for at least 12 months may move with continued assistance (they will receive a tenant-based voucher) subject to the same rules as any other tenant-based Section 8 participant family. If the family wishes to move, but no voucher is available, then the family will receive the next available voucher (ahead of families on the wait list).

### **19.12 HQS INSPECTIONS**

The Authority will conduct HQS inspections in accord with HUD regulations with one exception. In buildings with multiple project-based units, only 25% of the units (rounded up) will be inspected on an annual basis. However, each unit must pass an initial

inspection whenever a new family wishes to move into that unit and emergency and special inspections will be conducted at the request of the owner or tenant.

## **20.0 CONVERSION TO SECTION 8 ASSISTANCE**

### **20.1 INTRODUCTION**

The Oakland Housing Authority's mission is to:

...assure the availability of quality housing for low-income persons, to promote the civic involvement and economic self-sufficiency of residents, and to further the expansion of affordable housing within Oakland.

A corollary to this statement is that the Authority wishes to preserve existing affordable housing. As such, the Authority will seek to convert a family in any program it administers or performs contract services for, to its Section 8 program if that family's existing subsidy is jeopardized.

### **20.2 ELIGIBLE FAMILIES**

Families are eligible to have their current form of subsidized housing converted to Section 8 assistance funded from the Authority's voucher allocation if their current form of assistance will no longer provide them with affordable housing. The family must either be a resident in one of the Authority's public housing projects or receiving assistance in any of the Authority's housing programs that are not funded through the Authority's voucher allocation (e.g., Shelter Plus Care).

### **20.3 LIMITATIONS**

Such conversions are only available in cases where a family's ability to secure affordable housing is in danger due to eviction from their unit due to public housing conversion or rehabilitation, funding cuts, program changes or other such events that are beyond the family's control. Such conversions are not available to families who merely wish to change forms of assistance or whose assistance is being terminated due to their actions or inactions. Conversions will only occur if adequate voucher funding is available.

### **20.4 WAIT LIST**

A family receiving conversion funding will be assisted prior to families on the wait list.

## **21.0 CONFLICT OF INTEREST POLICY**

### **21.1 CONFLICT OF INTEREST POLICY**

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any of the Authority's Section 8 programs in which any of the following classes of persons has any interest, direct or indirect, during their tenure or for one year thereafter:

1. Any present or former member or officer of the Authority (except a participant commissioner);
2. Any employee of the Authority, or any contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the programs (except that program participants may be hired as employees of the Authority);
3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
4. Any member of the Congress of the United States.

### **21.2 EMPLOYEES WHO ARE ALSO AUTHORITY CLIENTS**

An employee of the Authority who is a client or who is related to a client has a responsibility to avoid any conflict of interest that might lead to unequal treatment. Therefore, the following procedural standards are to be employed in all such circumstances.

1. No employees, nor their staff if they are a Manager or Supervisor, shall handle matters related to their own cases or to the cases(s) of member(s) of their family.
2. Employees of the Leased Housing Department shall be responsible for reporting to the Director of Human Resources and the Director of Leased Housing any potential or actual conflict of interest. If the employee is unsure whether or not a conflict of interest exists, the employee shall refer the matter to the Director of Human Resources and the Director of Leased Housing for a determination.

It shall be the responsibility of the Director of Leased Housing to ensure that any actions or decisions taken within the Leased Housing Department affecting any employee's participant status or the participant status of an employee's relative are in accordance with all applicable policies and procedures. It shall be the responsibility of the Director of Housing Management to ensure that any actions or decisions taken within the Eligibility Department affecting any applicant's status or the applicant status of an employee's relative are in accordance with all applicable policies and procedures. Both Directors

shall ensure that the employee or employee's relative shall neither suffer any loss of benefit nor receive any gain of benefits as a result, direct or indirect, of her/his employment at the Authority or her/his relationship to an Authority employee. As such:

1. Any time action is taken or a decision is made which affects the applicant or participant status of an Authority employee or a relative of an Authority employee in any way, all Authority paperwork must be received and signed by the appropriate Director before the action or decision becomes effective.
2. Each initial determination of eligibility and each selection to a program of an Authority employee or a relative of an Authority employee shall be forwarded from the Director of Housing Management to the Executive Office for review and final approval. A certification by the Director of Housing Management shall accompany the file to the Executive Office stating that all determinations and actions taken have been reviewed pursuant to applicable policies and procedures.

### **21.3 DISCLOSURE**

Member of the classes listed below must disclose their interest or prospective interest to the Authority and HUD as follows:

<b>Relation to Authority</b>	<b>Disclosure Required</b>	<b>Disclosure Frequency</b>
OHA Board Members All Executive Office Staff All Directors	<i>CA Statement of Economic Interests</i>	Annually
All Section 8 Staff All Eligibility Staff All MIS Staff All Finance Staff	<i>OHA Statement of Employee and Familial Participation in Housing Authority Programs</i>	Annually
Contractors Sub-contractors Agents of the Authority	<i>CA Statement of Economic Interests</i>	Upon contract with OHA, annually thereafter
	<i>OHA Statement of Employee and Familial Participation in Housing Authority Programs</i>	Upon contract with OHA, annually thereafter

### **21.4 DISCIPLINARY PROCEDURES**

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Conflict of Interest policies and will cooperate with HUD's

Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- e. Termination; and
- f. Criminal Prosecution.

## **21.5 WAIVER CONFLICT OF INTEREST PROVISIONS**

The conflict of interest prohibitions detailed under this section may be waived for good cause by the HUD field office.

## **22.0 GIFT POLICY**

The Leased Housing Department utilizes the Oakland Housing Authority's Gift Policy.

### **22.1 DISCIPLINARY PROCEDURES**

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Gift Policy and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- g. Termination; and
- h. Criminal Prosecution.



## **23.0 HOMEOWNERSHIP [24 CFR 982.625]**

### **23.1 INTRODUCTION**

The Section 8 Homeownership Program provides eligible Section 8 Housing Choice Voucher participants the option of purchasing a home with their assistance rather than renting. As permitted under HUD regulations, the Authority will also consider lease purchase agreements as a homeownership option.

The homeownership option is limited to 5% of the total Voucher Program in any fiscal year. The Authority will exceed this limit only if needed as a reasonable accommodation.

### **23.2 FAMILY ELIGIBILITY REQUIREMENTS [24 CFR 982.627]**

Participation in the Section 8 Homeownership Program is voluntary.

The Authority will offer the homeownership option only to participating families who:

- Are currently enrolled in the Family Self-Sufficiency (FSS) Program and are complying with their FSS contract.
- Are graduates of the FSS program.
- Are elderly families
- Are disabled families
- Are participating in an Individual Development Account (IDA) program, or any other HUD, state or local governmentally approved Homeownership Program.

Current Section 8 participants who are enrolled in the FSS program; graduated from the program; are elderly/disabled families or participating in the Individual Development Account or any other HUD, State or Local Government approved Homeownership Program:

1. Must meet the general requirements for admission or continued participation in the Section 8 Voucher Choice Program. Must be in full compliance with their lease and Section 8 program requirements.
2. Must be a first time homeowner as defined by the regulations or have a member who is a person with disability.
3. Must meet the minimum program requirements.

4. At least one adult must be employed full time (an average of 30 hours per week) and have been continuously employed during the year prior to commencement of home ownership assistance. Homeownership assistance commences upon the first HAP payment toward the mortgage. Elderly and disabled families are exempt from this provision.
5. Must have completed all required Home Ownership Counseling programs.
6. Must have fully repaid any outstanding debt to any Housing Authority.
7. Must not have defaulted on a mortgage security debt to purchase a home under the homeownership option.
8. Must not have any member who has a present ownership interest in the residence at the commencement of home ownership assistance or any other residential property. Cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance are exempt from this requirement.
9. Must have entered into a sales contract. Cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance are exempt from this requirement.

### **23.3 FIRST TIME HOMEOWNER**

Participants in the homeownership program must be “first time homeowners” except those households which include a person with disabilities. “First-time homeowners” means that no member of the household has had an ownership interest in the residence of any family member during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by spouse) is considered a “first-time homeowner” for the purpose of the Section 8 Homeownership Program. Cooperative members are considered to be first-time homeowners.

### **23.4 MINIMUM INCOME REQUIREMENT**

#### ***Amount of Earned Income:***

- 1) The minimum gross income is 2000 hours per year, of full-time employment at federal minimum wage standards.

#### ***Exclusion of Welfare Assistance Income:***

With the exception of elderly and disabled families, the Housing Authority will disregard any welfare assistance income in determining whether the family meets the minimum income requirements for the homeownership program.

The disregard of welfare assistance does not affect the calculation of the family's total tenant payment or the calculation for the amount of home ownership assistance payment.

### **23.5 EMPLOYMENT HISTORY**

Families must demonstrate that one or more adult members have been continuously employed full time (an average of 30 hours per week) for at least 1 year prior to commencement of homeownership program participation.

Elderly and Disabled families are exempt for the employment requirements. In the case of an elderly or disabled family, the Housing Authority will consider income from all sources including welfare assistance.

### **23.6 ELIGIBLE UNITS [24 CFR 982.628]**

The unit must meet both of the following requirements:

1. The unit either already exists or is under construction at the time the family enters into a contract of Sale.
2. The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium.

Homeownership assistance may also be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located. This will only occur if the home is located on a permanent foundation and the family has the right to occupy the home site for a period of 40 years.

### **23.7 PRE-PURCHASE HOMEOWNERSHIP COUNSELING PROGRAM [24 CFR 982.630]**

A family's participation in the homeownership program is a condition of the family successfully completing Pre-Purchase Homeownership Counseling sessions conducted by a homebuyer and counseling agency approved by the Housing Authority.

At a minimum the following topics will be included in the homeownership counseling sessions:

1. Budgeting and money management;
2. Credit counseling;
3. Home maintenance (including care of the grounds);
4. How to negotiate the purchase price of a home;
5. How to find a home;
6. Fair Housing Issues;

7. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
8. Anti-Predatory Lending

### **23.8 PURCHASE REQUIREMENTS [24 CFR 982.629]**

The Housing Authority has established the maximum time allowed for a family to locate and purchase a home.

The family's deadline date for locating a home to purchase will be 180-days from the date the family is issued a homeownership voucher. The family will be issued a homeownership voucher once they have completed all required pre-purchase counseling. Extensions may be granted on a case-by-case basis.

The Oakland Housing Authority will require periodic reports on the family's progress in finding and purchasing a home. The family will provide such reports on a monthly basis to the Homeownership Coordinator.

If the family is unable to purchase a home within the maximum time limit, the Oakland Housing Authority will issue the family a voucher to lease a unit if the family is in compliance with Section 8 program rules.

### **23.9 CONTRACT [24 CFR 982.631]**

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the Housing Authority. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract shall also state that the purchaser is not obligated to buy the unit unless the inspection is satisfactory. The contract of sale must provide that the purchaser is not obligated to pay for any necessary repairs. Additionally, the seller must certify in the sales contract that he/she has not been debarred, suspended, or subject to a limited denial of participation under part 24 of the Code of Federal Regulations.

### **23.10 INSPECTION [24 CFR 982.631]**

Two types of physical inspections must be completed on the unit. One inspection must be completed by the Housing Authority to verify HUD's Housing Quality Standards (HQS). The other inspection must be completed by an independent professional inspector, selected and paid for by the family.

The Professional Property Inspector's inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing, electrical and heating systems. Copies of the independent inspection report will be provided to the family and the Oakland Housing Authority. Based on the information in this report, the family and the Oakland Housing Authority will determine whether any pre-purchase repairs are necessary.

The Oakland Housing Authority may disapprove the unit for homeownership assistance because of information in the report. The Housing Authority's own Housing Quality Standards inspection may disqualify the unit.

#### **23.11 FINANCING [24 CFR 982.632]**

The family is responsible for securing financing. The Oakland Housing Authority has established financing requirements, listed below, and may disapprove proposed financing if the Oakland Housing Authority determines that the debt is unaffordable. The Oakland Housing Authority *may prohibit* the following forms of financing:

1. Balloon payment mortgages
2. Variable interest rate loans
3. Seller financing on a case-by-case basis
4. All costs can not exceed 50% monthly gross income.

If the mortgage is not FHA-insured, OHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CHFA), USDA Rural Housing Services, The Federal Home Loan Bank or other private lending institutions.

The Oakland Housing Authority will require minimum cash down payment of 1% percent of purchase price to be paid by the participating household from their own resources.

#### **23.12 PARTNERSHIPS**

The Housing Authority has created partnerships with agencies and lenders to assist eligible families obtain homeownership via the Section 8 Program.

**23.13 CONTINUED ASSISTANCE [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out. Payments will not be made once the family moves out.

The family must comply with the following obligations:

1. The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
2. The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to the Housing Choice Voucher Obligations of a the participant. [24CFR 551 (h) & (i)]
3. The family must supply information to the Housing Authority as specified in obligations of the participant. The family must further supply any information required by the Oakland Housing Authority or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
4. The family must notify the Housing Authority before moving out of the home.
5. The family must notify the Housing Authority if the family defaults on the mortgage used to purchase the home.
6. No family member may have any ownership interest in any other residential property.
7. The family must notify the Housing Authority before re-financing or incurring any additional debt.
8. The family's monthly payment must not exceed 50% of their gross monthly income.
9. The family will be required to attend post purchase counseling courses.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

**23.14 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE [24 CFR 982.634]**

Except in the case of elderly or disabled families (for whom there is no maximum term), the maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 20 years or longer, or
- 10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family meets HUD's definition of a disabled family.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced.

#### **23.15 HOMEOWNERSHIP ASSISTANCE PAYMENTS [24 CFR 982.635]**

The Housing Authority currently offers one type of Homeownership Assistance Payments:

1. The monthly homeownership assistance payment is as described in the regulation.

#### **23.16 HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

In determining the amount of the homeownership assistance payment, the Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

The Housing Authority will pay the homeownership assistance payment to the family or to the lender at the discretion of the Housing Authority.

Some homeownership expenses are allowances or standards determined by the Housing Authority in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

#### **23.17 PORTABILITY [24 CFR 982.636, 982.353(B) AND (C), 982.552, 982.553]**

Subject to the restrictions on portability included in HUD regulations. The family may exercise portability if the receiving Housing Authority is administering a voucher homeownership program and accepting new homeownership families.

The receiving Housing Authority may absorb the family into its voucher program, or bill the initial Housing Authority. The receiving Housing Authority homeownership policies apply.

**23.18 *MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]***

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

**23.19 *DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]***

Termination of homeownership assistance is governed by the applicable policies for the Housing Choice Voucher program.

The Housing Authority will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

The Oakland Housing Authority will terminate homeownership assistance if the family violates any of the family obligations, or transfer or conveyance of the ownership of the home, or fails to provide requested information to the Housing Authority or commits fraud in relation to the Section 8 Program or Homeownership Option Program.

**23.20 *AUTOMATIC TERMINATION OF HOMEOWNERSHIP ASSISTANCE [24 CFR 982.635 (E)]***

Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, a PHA has the discretion to grant relief from this requirement in cases where automatic termination would result in hardship for the family.



## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development (HUD).

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a member of the household who is a person with disabilities and that are necessary to enable a family member (including the person with disabilities) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families that include a person with disabilities.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family of Veteran:** A "Family" as defined above that includes a "Veteran" as either:

- A. A current member sharing residency, or
- B. A deceased member, or
- A. A permanently absent member because of hospitalization, separation, desertion, or divorce, provided that, (1) if the veteran or serviceperson was the head of the household or spouse, the remaining spouse or head of household, as appropriate, has not remarried, and (2) the family contains one or more persons for whose support s/he is legally responsible.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Hate Crime:** "Hate Crime" means actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an valid housing voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Minimum Rent:** The Minimum amount of Tenant Rent.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.



**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Noncitizens Rule:** Effective June 19, 1995 applicants for federal housing assistance must be United States citizens, nationals, or certain categories of eligible noncitizens. Evidence of eligible immigration status must be submitted at application, re-exam, or if evidence of eligible immigration status is not evident. Persons are only required to submit evidence of eligible immigration status one time during continuously assisted occupancy.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- (1) is expected to be of long-continued and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and

- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

- (2) is manifested before the person attains age 22;

- (3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent:** "Rent" means gross rent as defined in the glossary.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Spouse:** "Spouse" means the husband or wife of the head of household.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utilities:** "Utilities" means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
  - (2) Documentation, such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. *[24 CFR 982.4]*

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

## **ACRONYMS**

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OHA	Oakland Housing Authority
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
TTP	Total Tenant Payment
SSA	Social Security Administration



# OAKLAND HOUSING AUTHORITY

## PUBLIC HOUSING And SECTION 8

### Verification Procedures

FY 2006

## **MTW ADMINISTRATIVE PLAN**

### **VERIFICATION PROCEDURES**

#### **INTRODUCTION**

MTW regulations require that the Authority verify the factors of eligibility and income sources of applicants and participants in the Section 8 and Public Housing Programs. Recently HUD has required that all Housing Authorities amend their Annual Plans to include detailed eligibility and income verification procedures for computing the Total Tenant Payment/Family Share. This Appendix is intended to accomplish that purpose.

#### **POLICY**

To maintain program integrity, applicants and program participants must provide true and complete information to the Authority whenever information is requested.

Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain. The Authority will obtain proper authorization from the family before requesting information from independent sources.

The Authority will use the procedures and standards incorporated in this Appendix for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition.

## **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The Authority will verify information through the four methods of verification in the following order:

1. Upfront Income Verification
2. Third-Party Written/Third-Party Oral
3. Document Review
4. Certification/Self-Declaration

Third-party verification is defined as independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be directly supplied to the independent source by the Authority and returned directly to the Authority from the independent source.

The Authority will allow a total of 10 business days for return of third-party verifications. The Authority staff will document all of its efforts to obtain third-party verification. The Authority will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 90 days from date of receipt.

### **Upfront Income Verification**

The verification of income, before or during a family re-examination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or fax. Third-party verification will be sent only once and if it is not returned within 10 business days, the Authority will use document review. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification contradicts document review. This method of obtaining independent verification of income/and or expenses is done by contacting the individual income/expense source(s) supplied by the family via telephone. The Authority must originate the call.

When third-party oral verification is used, staff will be required to complete a Verification Update/Third Party Verbal Verification form, noting with whom they spoke, the date of the conversation, and the facts provided.

### **Document Review**

In the event that Upfront income, third-party written is unavailable, or the information has not been verified by the third party within 10 business days, the Authority will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

The Authority will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- § Social Security Administration
- § Veterans Administration
- § Temporary Assistance to Needy Families (TANF) award letter
- § Unemployment Compensation Board
- § City or County Courts

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Third Party Verbal Update form or document.

The Authority will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- § Four Consecutive and original wage stubs
- § Bank statements
- § Pension benefit statements letters
- § Other documents noted in this Chapter as acceptable verification

The Authority will accept faxed documents and photocopies unless the original documents have been requested.

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means an affidavit or a notarize statement of reported income and/or expenses. The statement is made under penalty of perjury. This verification should be used as last resort when all other verifications methods are not possible. The Authority documents in the families file why third-party verification was not available.

## **B. RELEASE OF INFORMATION**

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the Authority.

## **C. COMPUTER MATCHING – Upfront Verification**

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

The Authority will utilize the HUD established computer-based Tenant Assessment Subsystem (TASS) tool for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration. The Authority may also establish our own

When computer-matching results in a discrepancy, the Authority will follow up with the family and verification sources to resolve this discrepancy.

## **D. ITEMS TO BE VERIFIED**

All income not specifically excluded by the MTW Administrative Plan

- § Full-time student status including high school students who are 18 or over.
- § Current assets including assets disposed of for less than fair market value in preceding two years.
- § Childcare expense where it allows an adult family members to be employed or to further his/her education.
- § Total medical expenses of all family member in households whose head or spouse is elderly or disabled.
- § Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- § Disability for determination of preferences, allowances or deductions.
- § U.S. citizenship/eligible immigrant status
- § Social Security numbers for all family members.
- § Verification of Reduction in Benefits for Noncompliance:

The Authority will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

**E. VERIFICATION OF INCOME [24 CFR 982.516]**

**LEVELS OF VERIFICATION METHODS**

<b>Upfront (UIV)</b>	<b>Highest</b>
<b>Written 3<sup>rd</sup> Party</b>	<b>High</b>
<b>Document Review</b>	<b>Medium</b>
<b>Tenant Declaration</b>	<b>Low</b>

<b>Income Type</b>	<b>Upfront</b>	<b>Written Third Party</b>	<b>Document Review</b>	<b>Tenant Declaration</b>
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail, fax or in person.	The HA mails, faxes or e-mails a verification form directly to the independent sources to obtain wage information.	When neither form of third-party verification can be obtained, the HA may accept original documents such as consecutive pay stubs( The HA review at least four consecutive pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. The HA documents in the tenant file, the reason third-party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. The HA documents in the tenant file, the reason third- party verification was not available.
	Agreements with private vendors, agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The HA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The HA mails the form to SSA and the statement will be sent to the address the HA specifies on the form.		

<b>Income Type</b>	<b>Upfront</b>	<b>Written Third Party</b>	<b>Document Review</b>	<b>Tenant Declaration</b>
Self-Employment	Not available	The HA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The HA accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. The HA documents in the tenant file, the reason third-party verification was not obtained.	The HA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. The HA documents in the tenant file, the reason third party verification was not available.
Social Security Benefits	Use of HUD Tenant Assessment SubSystem (TASS) to obtain current benefit history and discrepancy reports.	The HA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information.	The HA may accept an original SSA Notice from the tenant. The HA documents in the tenant file, the reason third party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. The HA documents the tenant file, the reason third party verification was not available.
Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail, fax or in person.	The HA mails or faxes or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The HA may review an original award notice or printout from the local Social Services Agency provided by the tenant. The HA documents in the tenant file, the reason third party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. The HA documents in the tenant file, the reason third party verification was not available.



Income Type	Upfront	Written Third Party	Document Review	Tenant Declaration
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The HA mails, faxes or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain child support amount and payment status .	The HA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. The HA documents in the tenant file, the reason third party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. The HA documents in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The HA mails, faxes or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The HA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. The HA documents in the tenant file, the reason third party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. The HA documents in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The HA mails, faxes or e-mails a verification form directly to the pension provider to obtain pension information.	The HA reviews an original benefit notice from the pension provider provided by the tenant. Note: The HA staff must document provided by the tenant. Note: The HA must document the tenant file, the reason third-party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declares monthly pension benefits. : The HA documents the tenant file, the reason third party verification was not available.

### **Recurring Gifts**

The family must furnish a self-certification which contains the following information:

1. The person who provides the gifts
2. The value of the gifts
3. The regularity (dates) of the gifts
4. The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The family will be required to complete a Zero Income Statement Form.

The Authority will request information from the State Employment Development Department.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full-time students is not counted towards family income.

Verification of full-time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

## **F. ASSETS**

<b>Upfront (UIV)</b>	<b>Highest</b>
<b>Written 3<sup>rd</sup> Party</b>	<b>High</b>
<b>Document Review</b>	<b>Medium</b>

Income Type	Upfront	Written Third Party	Document Review
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The HA mails faxes or e-mails a verification form directly to the source to obtain asset and asset income information.	The HA may review original documents by the tenant. Note: The HA must document provided by the tenant. The HA documents the tenant file, the reason third- party verification was not available.

### **Savings Account Interest Income and Dividends**

Acceptable methods of verification for *Document Review* include, in this order:

1. Account statements, passbooks, certificates of deposit, or Authority verification forms completed by the financial institution. (Three consecutive months of statements)
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the Authority must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification for *Document Review* include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

### **Net Rental Income from Property Owned by Family**

Acceptable methods of verification for *Document Review* include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

As a last resort :

4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The Authority will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were generating interest income). If the total value of the assets is below \$10,000 the Authority will not obtain written third party verification.

<b>Upfront (UIV)</b>	<b>Highest (Highly Recommended, highest level of third party verification)</b>
<b>Written 3<sup>rd</sup> Party</b>	<b>High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)</b>
<b>Oral 3<sup>rd</sup> Party</b>	<b>Medium (Mandatory if written third party verification is not available)</b>
<b>Document Review</b>	<b>Medium-Low (Use on provisional basis)</b>
<b>Tenant Declaration</b>	<b>Low (Use as a last resort)</b>

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The HA mails faxes or e-mails a verification form directly to the source to obtain asset and asset income information.	The HA may call the source to obtain asset and asset income information.	The HA may review original documents by the tenant. Note: The HA must document provided by the tenant. The HA documents the tenant file, the reason third-party verification was not available.	The HA may accept a notarized statement or affidavit from the tenant that declare assets and asset income. The HA documents the tenant file, the reason third-party verification was not available.

**Acceptable verification for *Document Review* may include any of the following:**

- § Verification forms, letters, or documents from a financial institution or broker.
- § Passbooks, 3 consecutive checking /savings account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- § Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- § Real estate tax statements if the approximate current market value can be deduced from assessment.
- § Financial statements for business assets.
- § Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- § Appraisals of personal property held as an investment.

#### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all initial certifications and recertifications, the Authority will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

### **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

#### **Child Care Expenses**

First, the Authority determines if the incurred childcare expense enables a family member to actively seek employment, to be gainfully employed or furthers his/her education. To verify that a family member is actively seeking employment, the Authority will obtain written verification from a local or state agency that governs work related activities. For families who are employed the Authority will use the third-party income verification. Second, the authority will verify that the children are less than 13 years of age.

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical Expenses**

Disabled and Elderly Families who are entitled to medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source.

The Authority defines eligible medical expenses consistent with the Internal Revenue Service Publication 502.

### **Assistance to Persons with Disabilities** [24 CFR 5.611(c)]

In All Cases:

- § Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- § Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- § Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- § Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- § Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- § In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Auxiliary Apparatus include:

- § Wheelchairs

- § Ramps
- § Adaptation to vehicles
- § Special equipment for a blind person to read or type

**Note:** These items must be directly related to permitting the disabled person or other family members to work.

## **I. VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b)(15)]**

### **Verification of Legal Identity**

In order to prevent program abuse, the Authority will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

1. Certificate of birth, naturalization papers
2. Church issued baptismal certificate
3. Current, valid Driver's license
4. U.S. military discharge (DD 214)
5. U.S. passport
6. Voter's registration
7. Company/agency identification card
8. Department of Motor Vehicles identification card
9. Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- § Certificate of birth
- § Adoption papers
- § Custody agreement

§ Health and Human Services ID

§ School records

### **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required, if applicable:

Verification of relationship:

Official identification showing names

Birth certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

### **Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Authority will consider any of the following as verification:



Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the Authority will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

### **Verification of Change in Family Composition**

The Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the Authority hearing is pending.

Citizens or nationals of the United States are required to sign a declaration under penalty of perjury.

The Authority will not require citizens to provide documentation of citizenship.

Eligible immigrants who were participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The Authority verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Authority must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

### **Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The Authority will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs at the first recertification, or interim after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Authority does not supply the documents, the Authority must conduct the determination.

### **Extensions of Time to Provide Documents**

The Authority will grant an extension of 10 days for families to submit evidence of eligible immigrant status.

### **Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the Authority determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

**Verification of Social Security Numbers** [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or Social Security Number from Social Security Administration

New family members age six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the Authority.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the Authority. The applicant/participant or family member will have an additional **[60]** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

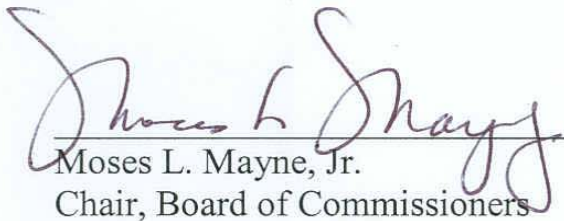
In the case of an individual at least 62 years of age, the Authority may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

## Certification of Compliance with MTW Regulations

The Oakland Housing Authority Board of Commissioners approves the submission of the Fiscal Year 2006 MTW Annual Plan. The Authority conducted a public meeting on March 31, 2005 and give consideration to comments received from the public. The FY 2006 MTW Annual Plan is in compliance with and will be carried out in compliance with the MTW regulations and requirements.

Oakland Housing Authority:

  
Moses L. Mayne, Jr.  
Chair, Board of Commissioners

4-25-05  
Date